

Dallas Independent School District

Request for Proposal

RFP# JH 204508 -

Turn Key Data and Fiber Optics Cabling Services

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 # JH 204508 -**

Turn Key Data and Fiber Optics Cabling Services

To:

Justin Hill
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**, September 30, 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 Data and Fiber Optics Cabling Services

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	08/31/2015
RFP Due	09/30/2015
Pre-Bid Meeting (if applicable)	N/A
Evaluation and Selection	10/01/2015
RFP Provider Selection Approved	11/19/2015
Advertising Dates	08/31/2015 & 09/07/2015
Question Deadline	09/14/2015
Question Response	09/19/2015

II. Instructions to Offerors

RFP# JH 204508 -

Turn Key Data and Fiber Optics Cabling Services

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, Justin Hill, Procurement Services 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 Justin Hill, Procurement Services. Questions regarding specifications may be submitted by e-mail at jushill@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:

Justin Hill
Procurement Services
3700 San Jacinto Street
Dallas, Texas 75204

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

4.2 Proposed price should be firm (fixed). If the 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.

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III. General Conditions

RFP# JH 204508 -

Turn Key Data and Fiber Optics Cabling Services

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 Turn Key Data and Fiber Optics Cabling Services

1.2 The district will award this RFP to a single/multiple 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 included in the specifications and offer forms.

1.4 This request for proposal is for:

Turn Key Data and Fiber Optics Cabling Services

effective 07/01/2016 and terminating on 06/30/2019 with two (2) optional, one (1) year renewals 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)

Turn Key Data and Fiber Optics Cabling Service Provider(s)

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.
service

6.0 ACCEPTANCE. The successful Offeror will be required to execute a _____ 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) 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.

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.

19.0 E-RATE - Every vendor of goods and services selected to participate in the District's E-Rate program will be required to sign a contract with the District that includes the following provisions. Any vendor selected with an existing contract with the District will be required to agree to an amendment containing the same provision.

1. The vendor must expressly acknowledge:
 - a) That the E-Rate Program is a federal program and that compliance with the E-Rate Program Rules and Requirements, including the obligations to comply with state and local procurement laws, applicable federal laws (e.g. the Commission's rules and orders requiring a "fair and open" competitive bidding process free from conflicts of interest and inappropriate gift giving) and the instructions, notices and certifications in the E-Rate Program application forms is a condition of receiving Universal Service Funds payments and of participation in the E-Rate Program;

- b) That USAC is obligated to recover funds disbursed in violation of E-Rate Program Rules and Requirements. See Federal-State Joint Board on Universal Service, Changes to the Board of Directors for the National Exchange Carrier Association, Inc., School and Libraries Universal Service Support Mechanism, Order on Reconsideration and Fourth Report and Order, CC Docket Nos. 96-45, 97-21, 02-6, 19 FCC Rcd 45252 (2004); Schools and Libraries Universal Services Support Mechanism. CC Docket No. 02-6, Fifth Report and Order, 19FCC Rcd 15808 (21204);
- c) That a vendor's violation of E-Rate Program Rules and Requirements, including the requirements for a fair and open competitive bidding process, and the District's E-Rate Compliance Policy, which incorporates the E-Rate Regulation, may be grounds for rescission of vendor contracts or even debarment depending on the severity of the violation and repetitive nature of the misconduct.
- d) That the vendor will be required to submit each FCC Form 474 to Dallas ISD for review and approval before the vendor submits the FCC Form 474 to USAC for payment.

2. The vendor must certify to the District that within 60 calendar days of the beginning of the contract term:

- a) The vendor's personnel who will be handling Dallas ISD E-Rate Program matters have reviewed the rules and requirements governing the E-Rate Program;
- b) The vendor's personnel who will be handling Dallas ISD E-Rate Program matters have reviewed training materials specified by USAC, including the information identified for service providers on the schools and libraries section of USAC's website, <http://www.usac.org/sld>, and the information in the Schools and Libraries Reference Area of the website;
- c) The vendor's personnel who will be handling Dallas ISD E-Rate Program matters will make best efforts to attend USAC - sponsored training workshops;
- d) The vendor's personnel who will be handling Dallas ISD E-Rate Program Matters will subscribe to and timely review the weekly Schools and Libraries News brief at <http://www.usac.org/sl/tools/news-briefs/default.aspx>.
- e) The vendor will represent and warrant that it has complied in all respects with the requirement that the competitive bidding process for E-Rate goods and services was "fair and open" and consistent with the rules and requirements of the FCC.

3. The vendor will acknowledge that for a period of one year from June 25, 2009, all Applicable Dallas ISD Personnel shall be prohibited from accepting any gifts, meals, entertainment or other thing of value (except for items of little intrinsic value, such as greeting cards, key chains and pens) from any outside entity that provides or seeks to provide goods and services pursuant to the E-Rate Program. (This will continue until the Compliance Agreement is no longer in effect.) Thereafter Applicable Dallas ISD Personnel may only accept such gifts, items or other things of value to the extent consistent with applicable state, local and federal law, including E-Rate Program Rules and Requirements (e.g. the rules requiring "fair and open" competitive bidding process), the Dallas ISD ERCP and other school district policies. Violation of these rules by a vendor may result in termination of contracts and other sanctions."

IV. Responsibilities of Offerors

RFP# JH 204508 -

Turn Key Data and Fiber Optics Cabling Services

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 six (6) 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 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.

Construction and Maintenance Contracts: 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.

Workers' Compensation	Statutory limits
Employer's Liability	\$500,000 per accident / \$500,000 per employee / \$500,000 policy limit
General Liability	
Bodily injury and property damage	\$1,000,000 per occurrence / \$2,000,000 aggregate
Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles	
Bodily injury	\$250,000 per person / \$500,000 per accident
Property damage	\$250,000
Umbrella Policy	\$1,000,000 per occurrence / \$1,000,000 aggregate

Professional Liability for \$1,000,000 aggregate is only required for construction contracts providing or requiring professional services of architectural, engineering design, surveying, or consulting.

Pollution Liability for \$1,000,000 aggregate is required if hazardous substance is involved.

Payment Bond is required for contracts in excess of \$25,000. Bond must be for full value of the contract.

Performance Bond is required for contracts in excess of \$100,000. Bond must be for full value of the contract.

Builder's Risk is required for full value of the construction portion of the contract.

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.

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V. Scope of Work

RFP# JH 204508 -

Turn Key Data and Fiber Optics Cabling Services

1.0 Scope of Work:

The purpose of this RFP is to:

Provide the district with Turn Key Data and Fiber Optics Cabling services.

2.0 Expected Services:

3.1 **Duration of Services:** A 3 year agreement with a projected July 1, 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 Justin Hill, Dallas ISD Purchasing Department via e-mail jushill@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 Sep 14, 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.

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PROPOSAL REQUIREMENTS

RFP JH - 204508 – Turnkey Data and Fiber Optics Cabling Services

Proposal Requirements:

OVERVIEW

This RFP process is to address statutory competitive requirements and will be beneficial in determining which vendor(s) can best address the district's needs as identified within the scope of services. The district, however may consider other options separately from this RFP, and notifies each Proposer that the district may or may not enter into an agreement resulting from this RFP, if at its sole discretion the district determines other methods are in its best interest. The district is not entering into an exclusive agreement and may at its discretion; make other arrangements from time to time, for similar type services.

SCOPE OF SERVICES

Dallas Independent School District (Dallas ISD) will accept proposals in accordance with the instructions and specifications in this Request for Proposal (RFP) and the attached annexes. There are two hundred, twenty four schools with over eleven thousand classrooms, and approximately thirty administrative sites, to be covered in this RFP. Dallas Independent School District reserves the right to contract from the list of proposed services for all or part of the Proposer's offering. Therefore all individual items must be individually quoted.

This RFP has been initiated by Dallas Independent School District board of trustees to provide copper cabling, fiber optic cabling and associated components and systems in our schools and administrative facilities. This work is in support of our electronic communication infrastructure, and is intended to deliver resources and information enabling communications in support of the Districts' mission of educating children.

The purpose of this Request for Proposal (RFP) is to provide for the District a selection of cabling services to enhance, maintain and upgrade the voice and data infrastructure. The District envisions a world-class communications infrastructure that conforms to all current applicable standards, and is poised to serve the Districts' needs in the future. Likewise, the District expects that any cable plant installed under this RFP will be maintained by a manufacture supported and endorsed warranty against defects for a minimum of 15 year. The District therefore seeks to minimize its' overhead in maintaining these systems.

Proposers are cautioned that proposals, which do not follow the form required by this RFP, will be subject to rejection without review. However, Proposers may include any additional material they wish.

MANDATORY REQUIREMENTS

The Dallas ISD is seeking to implement a data cabling services contract. To propose the vendor must be able to demonstrate certification by the vendor of the equipment listed in this RFP. The Dallas ISD intends to implement an installation process that is responsive to the user's needs, especially in having all installations done in a timely manner. As such the Dallas ISD is requiring the following:

1. The vendor must designate a primary contact and a backup to coordinate the receipt of wiring requests and the installation. The Dallas ISD Telecommunications group will likewise designate a primary and backup for coordination.
2. The vendor must notify the DISD Network Services contact within 24 hours of a receipt of a cabling or other installation request.
3. The vendor must provide a site walkthrough or inspection of the cabling or other installation request within five working days of receiving notification.
4. The vendor must provide a written or electronic estimate for the cost of the installation back to the Dallas ISD Network Services representative within two days of completing the site walkthrough. Exact details of the process will be worked out during negotiations.
5. Vendor must provide an electronic status report (preferably an Excel spreadsheet) with the current status of all requests to the DISD primary and backup contacts every two weeks.
6. Vendor must meet participate in a monthly status meeting with DISD staff.
7. Installation of up to and including 25 cable drops must be completed NLT ten working days from receipt of a purchase order or other agreed upon approval by the Dallas ISD.
8. Anything over 25 cable drops constitutes a project and completion of the installation will be mutually agreed upon by the Dallas ISD and the vendor.
9. It is expected that the vendor will keep in stock the parts for the cabling, fiber, hardware, and other pieces that are to be agreed upon and provided as part of this RFP process. A reasonable supply is part of doing business and is necessary to ensure installation in a timely manner. To complete medium to large projects, or unusual projects, the vendor may need to order parts. This process and the timeline for expected completion will be discussed in final negotiations but anything that the vendor can do to assure timely installation will be taken into consideration during the review of the bid reply.

PROPOSER'S PROPOSAL

Proposers must include all components necessary for a successful implementation including all hardware, software, engineering, installation, configuration, training, and other costs. Proposers must include a proposed project timeline for the project. This timeline should be of sufficient detail to demonstrate the mastery of the Proposer in planning and implementing large, complex projects.

Proposers proposal must include examples of the deliverables of cable test results and complete documentation of cable pathways, labeling, and digital pictures of completed installation.

All RFP submittals shall be organized in tabs following the criteria areas listed below. In each area the following information and answers to questions are required.

Tab 1 Price

Price is evaluated to determine the best cost to the District in terms of total price and long term cost of ownership. This should include all forms associate with the pricing and delivery schedule.

Tab 2 Reputations of Vendor and the Past Projects

References

List a minimum of three references to include names, current phone numbers and statement of relationship held. It is the responsibility of the applying firm to verify contact information for all references submitted. Please advise references that they will be contacted via phone for additional information including:

- Scope of project
- Technical competence
- Quality of work completed
- Support and quality of response provided
- Team approach and quality of personnel

Note: References that are not for cabling or fiber installations will not be considered

Past Projects

Provide brief narrative of your firm’s three most successful data center builds or rebuild projects. Include only projects that are similar in size and scope with this request. For each example project provide reference contact information, descriptions, pictures and detail design points as may be applicable to system proposed for DISD.

Provide brief narrative of your firm’s largest single project (school or non-school) in the past 5 years. Note the dollar amount of your firm’s contract and network size.

Provide a listing of those clients who have provided repeat business to your firm in the last five years

Tab 3 Quality and Delivery of the Vendor’s Goods or Services

Qualifications

Describe your firm's special qualifications, successes, expertise, significant attributes, or experiences relevant to the installation of fiber and cabling.

Provide a narrative of your firms approach to this program. How will your firm approach the work and scope as defined above? What would your firm recommend in

terms of specifications, criteria and design direction? How would your firm support the installation verification phase?
Demonstrate or list years of experience for your firm for cabling and fiber installation
Describe your firm's Quality Assurance/Quality Control Program that would be used for this project.

Tab 4 Meets needs of District

Provide brief narrative of how your firm will meet the needs of DISD. What are your differentiators from the competition?

Design Recommendation

In summary form, provide a narrative describing how your company will interface with the District. Describe your system of keeping inventory on hand, your project management, How you will meet the District's timelines, etc. Include organizational charts, project plans, flow charts, etc. Explain what differentiates your company and your proposal from other vendors.

Provide brief narrative quantifying the quality of the vendors' goods and services. Support the discussion with data and references as applicable

Tab 5 Vendors past relationship with the District

Provide brief narrative profiles representative of your firm's experience with the DISD for the past seven years. Explain the scope of any projects completed for the District and how that project compares to what the District is asking for in this RFP. Please provide contact name associated with this work.

Provide brief narrative profiles representative of your firm's experience with other school districts in the DFW / Metroplex for the past five years. Please provide reference contact name and phone number. Again, provide references for projects similar to what DISD is asking for in this RFP. If the scope of work was not the same as what was asked for in this RFP please explain.

Tab 6 MWBE Certification and Commitment

Provide an Affirmative Action Plan and workforce composition plan
Present historical MWBE utilization on previous contracts.

Provide subcontracting MWBE level and describe each MWBE firm's roles.
Describe interest in district's voluntarily Joint Venture or Mentor Protégé Program.

Tab 7 – All other required forms

- This should include all other forms not specifically list in any other tab that are labeled "Must be returned with your response".

The Following information are excerpts from the District TDG's (Technical Design Guidelines), if further clarification on district standards is required please review the attached complete copy of the district Technical Design Guidelines.

All proposals must meet all of Dallas ISD premise wiring specifications.

STANDARDS

Design, manufacture, test, and install telecommunications cabling networks per manufacturer's requirements and in accordance with latest revision of the NFPA-70 (*National Electrical Code*[®]), state codes, local codes, requirements of authorities having jurisdiction, and the following ANSI/TIA Standards for Installing Commercial Building Telecommunications Cabling standards including the most current revisions, addendums, and any technical service bulletins (TSB's) that may have been released:

1. ANSI/TIA-568-C.1 - Commercial Building Telecommunications Cabling Standard, Part
 2. ANSI/TIA-568-C.2 - Commercial Building Telecommunications Cabling Standard, Part
 3. ANSI/TIA-568-C.3 - Optical Fiber Cabling Components Standard
 4. ANSI/TIA-568-C.4 - Standard for Coaxial Cabling
 5. ANSI/TIA-569-A - Commercial Building Standard for Telecommunications Pathways and Spaces
 6. ANSI/TIA-606(A) - The Administration Standard for the Telecommunications
 7. ANSI/TIA-607(B) - Commercial Building Grounding and Bonding Requirements for
 8. ANSI/TIA-526-7 - Measurement of Optical Power Loss of Installed Single-Mode Fiber
 9. ANSI/TIA-526-14A - Measurement of Optical Power Loss of Installed Multimode Fiber
 10. ANSI/TIA-758(A) - Customer-Owned Outside Plant Telecommunications Cabling
- B. Install cabling in accordance with the most recent edition of BICSI[®] publications:
1. BICSI – Telecommunications Distribution Methods Manual
 2. BICSI – Cabling Installation Manual
 3. BICSI – LAN Design Manual

4. BICSI – Customer-Owned Outside Plant Design Manual
- C. Federal, state, and local codes, rules, regulations, and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the owner's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply

SYSTEM DESCRIPTION

Depending upon the location and design of the facility, the telecommunications infrastructure will consist of the following station components:

- a. The typical classroom work area consists of a single-gang plate with two standards compliant work area outlets (one Cat6 voice and one Cat6 data) and a single-gang plate with three standards compliant work area outlets (three Cat6 data)
- b. The typical administrative work area consists of a single-gang plate with two standards compliant work area outlets (one Cat6 voice and one Cat6 data).
- c. Other station outlets can be placed in areas such as computer labs, libraries, or to serve specialized needs such as wireless access points, security control stations, video monitoring stations, etc. Each of these shall consist of one or more Cat6 data drops as specified in individual scopes of work
- d. Vertical/horizontal copper backbone cabling consists of multiple pair unshielded twisted-pair installed from the main cross-connect (MC) to the horizontal cross-connect (HC) and/or from the MC to the intermediate cross-connect (IC) to the HC. Such cabling shall be primarily be used for station and trunking demands of the voice telecommunications service.
- e. Vertical/horizontal backbone cabling consists of minimum 6 strand 62.5/125 μ m multimode optical fiber cable installed from the MC to the HC and/or from the MDF to the IDF and/or from the MDF to the Core Site/Data Center. All fiber must be run in rigid conduit, EMT, or innerduct and be clearly marked "DANGER"
- f. - FIBER OPTIC CABLE - This will be used for data interconnection of Ethernet switching equipment in the MDF , IDF, Core Site and Data Center.
- g. Please note that telecommunications cable pathways are above ceiling level and within walls or within conduit so as to provide maximum protection to the cable plant. Surface mounted pathway and boxes should only be used where a solid wall and/or ceiling are present.
- h. Unless previously approved by the District, no surface mount pathway is to be used.

SUBMITTALS

Submit to the engineer/designer shop drawings, product data (including cut sheets and catalog information), and samples required by the contract documents. Submit shop drawings, product data, and samples with such promptness and in such sequence as to cause no delay in the work or in the activities of separate contractors. The engineer/designer will indicate approval of shop drawings, product data, and samples submitted to the engineer by stamping such submittals "APPROVED" with a stamp. Submitted shop drawings shall be initialed or signed by the contractor, showing the date and the contractor's legitimate firm name.

- a. By submitting shop drawings, product data, and samples, the contractor represents that he or she has carefully reviewed and verified materials, quantities, field measurements, and field construction criteria related thereto. It also represents that the contractor has checked, coordinated, and verified that information contained within shop drawings, product data, and samples conform to the requirements of the work and of the contract documents. The engineer/designer remains responsible for the design concept expressed in the contract documents as defined herein.
- b. The engineer's/designer's approval of shop drawings, product data, and samples submitted by the contractor shall not relieve the contractor of responsibility for deviations from requirements of the contract documents, unless the contractor has specifically informed the engineer/designer in writing of such deviation at time of submittal, and the engineer/designer has given written approval of the specific deviation. The contractor shall continue to be responsible for deviations from requirements of the contract documents not specifically noted by the contractor in writing, and specifically approved by the engineer in writing.
- c. The engineer's/designer's approval of shop drawings, product data, and samples shall not relieve the contractor of responsibility for errors or omissions in such shop drawings, product data, and samples.

Shop drawings: Submit the following:

- a. Backbone (riser) diagrams
- b. System block diagram, indicating interconnection between system components and subsystems
- c. Interface requirements, including connector types and pin-outs, to external systems and systems or components not supplied by the contractor
- d. Fabrication drawings for custom-built equipment

Product Data -- Provide catalog cut sheets and information for the following (Beldon Cable or equivalent) :

- a. Wire, cable, and optical fiber
- b. Outlets, jacks, faceplates, and connectors
- c. All metallic and nonmetallic raceways, including surface raceways, outlet boxes, and fittings
- d. Terminal blocks and patch panels
- e. Enclosures, racks, and equipment housings
- f. Over-voltage protectors
- g. Splice housings

Required Documentation

- a. Approved shop drawings
- b. Plan drawings indicating locations and identification of work area outlets, nodes, telecommunications rooms (TRs), and backbone (riser) cable runs
- c. Telecommunications rooms (TRs) and equipment room (ER and/or MC) termination detail sheets.
- d. Cross-connect schedules including entrance point, main cross-connects, intermediate cross-connects, and horizontal cross-connects.
- e. Labeling and administration documentation.
- f. Warranty documents for equipment.
- g. Copper certification test result printouts and CDs.
- h. Optical fiber power meter/light source test results in hardcopy and on diskettes or CDs.

Operational considerations

- a. Transfer manufacturer's warranties to the District in addition to the General System Guarantee. Submit these warranties on each item in list form with shop drawings. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve the Proposer of these obligations.
- b. Use of the site shall be at the District's direction in matters in which the District deems it necessary to place restriction.
- c. Access to building wherein the work is performed shall be as directed by the District and campus/building administrator.
- d. The District may occupy the premises during the entire period of construction for conducting his or her normal business operations. The Proposer shall cooperate with the District to minimize conflict and to facilitate the District's operations.
- e. Schedule necessary shutdowns of plant services with the District, and obtain written permission from the District. Refer to article - *CONTINUITY OF SERVICES* herein.

Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the District. **Disruption OF SERVICES**

- a. Take no action that will interfere with, or interrupt, existing building services unless previous arrangements have been made with the District's representative. Arrange the work to minimize shutdown time.
- b. District's personnel will perform shutdown of operating systems. The contractor shall give three (3) days' advance notice for systems shutdown.
- c. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.
- d. Equipment/Communications Cable Specifications

VOICE/DATA TELECOMMUNICATIONS SERVICE BACKBONE CABLE – See Appendix A Section 2.6

VOICE TELECOMMUNICATIONS STATION CABLE

Solid copper, 24 AWG, 100 Ω balanced twisted-pair (UTP) Category 6 cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 up to 100 MHz.

Note: Listed Type CMR, CMP, MPR and/or MPP (as required in the NEC 2002).

DATA STATION CABLE (OPTICAL FIBER)

Single or Multimode 62.5/125 μm diameter tight-buffered optical fiber, with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3

Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2002).

UNDERGROUND TELECOMMUNICATIONS CABLE (COPPER)

Solid copper, 24 AWG 100 Ω balanced twisted-pair, gel-filled duct cable, in sizes as indicated on the drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.2 and ANSI/TIA/EIA-758(A).

UNDERGROUND TELECOMMUNICATIONS CABLE (OPTICAL FIBER)

Multimode 62.5/125 μm diameter, armored, gel-filled optical fiber, with number of usable fibers as shown on drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.3 and ANSI/TIA/EIA-758(A).

Equipment Room (ER) termination equipment Racks

19 in. rack mountable, 24-port 8-pin modular to insulation displacement connector (IDC) meeting Category 6 performance standards, and pinned to T568B standards. Typical examples of IDC connections are the 110, BIX, and Krone.

WALL MOUNTED OPTICAL FIBER PATCH PANELS – See Appendix A Section 2.11

Wall-mounted optical fiber termination panel with 12-fiber capacity, hinged door, cable strain relief, slack storage, and two 6-port SC or approved alternative connector panels with adapters and provisions for two splice trays.

RACK MOUNTED OPTICAL FIBER TERMINATION PANEL – See Appendix A Section 2.12

OPTICAL FIBER CONNECTORS – See Appendix A Section 2.14

OPTICAL FIBER JUMPERS – See Appendix A Section 2.15

OPEN FRAME EQUIPMENT RACK – See Appendix A Section 2.16

CABINET STYLE EQUIPMENT RACK – See Appendix A Section 2.17

The 19 in. equipment rack shall have the following minimum requirements:
Tall rack shall have 77 in. (44 rack spaces) of panel space and shall be floor mountable,
short rack shall have 48 in (28 rack spaces) of panel space and shall be wall mountable
Welded frame construction
Locking front and rear doors
Adjustable front and back equipment mounting rails drilled and tapped to EIA standards
10-position electrical outlet strip
Removable side panels
Top mounted, thermostatically controlled exhaust fan

REMOVAL AND REPLACEMENT OF EXISTING CEILINGS

- a. Carefully remove existing ceilings as required to perform the work. Store removed tiles in an area designated by the District. Modify and augment existing suspension systems as necessary. Restore ceiling systems to their original finish.
- b. Repair any damage to ceilings due to modifications, removal, and replacement of same. Replace damaged ceiling tiles, including tiles with holes or openings left as a result of demolition, with materials of like kind.

CUTTING AND PATCHING

- a. Provide openings, cutting, coring, and patching of openings in existing building construction as required. Patching includes openings and voids left in existing construction as a result of demolition.
- b. The Work shall include necessary assemblies and materials to maintain required fire ratings.
- c. Perform cutting as to not impair structural stability of building construction and systems. Do not drill holes or weld attachments to beams and other structural members without prior written approval from the District's Representative.
- d. The Work shall be done by crafts persons skilled in the particular trades affected.
- e. Patching materials shall match existing materials in type and quality. Patching shall be done in a manner to match appearance of adjacent surfaces

FIRESTOPPING – See Appendix Section 2.23

INSTALLATION PROCEDURES AND GUIDELINES

HANDLING AND PROTECTION OF EQUIPMENT AND MATERIALS

Be responsible for safekeeping of your own and your subcontractors' property, such as equipment and materials, on the job site. The District assumes no responsibility for protection of above named property against fire, theft, and environmental conditions.

PROTECTION OF DISTRICT'S FACILITIES

Effectively protect the District's facilities, equipment, and materials from dust, dirt, and damage during construction. Remove protection at completion of the work.

INSTALLATION – See Appendix A section 3.4

E-rate Inventory System

The E-rate Inventory system was designed to gather and report information about E-rate assets awarded to DISD. Its purpose is to track all E-rate purchases and to provide a history where E-rate equipment is located and is organized by E-rate funding years and funding request numbers. The following criterion is how the E-rate inventory tracking system is organized:

- a. E-rate funding year of purchased items will be recorded with funding request number. (electronic copy in Excel format)
- b. Serial Number of item (electronic copy in Excel format)- Not applicable for cabling
- c. Location where item is located. (electronic copy in Excel format)
- d. Description of Item (electronic copy in Excel format)
- e. When item was installed (electronic copy in Excel format)

The E-rate inventory system will be stored on a Excel spread sheet so that future enhancements can be done easily and also on a widely accepted database format.

GROUNDING – See Appendix A Section 3.5

LABELING – See Appendix A Section 3.6

TESTING – See Appendix A Section 3.7

PROJECT TEAM

Dallas Independent School District shall have the opportunity to review and approve all members of the Vendor’s team and shall have the right to request removal of personnel it considers unsuitable. The Vendor shall not substitute members of its account team without prior written notification to the District. New members assigned to the Dallas Independent School District account team shall have a trial period of three months. During this period, Dallas Independent School District may request that the new member be replaced.

At minimum, monthly meetings shall be held with the account team or as requested by the District. Written problem escalation procedures review will be a standard agenda item for these meetings.

PHASED IMPLEMENTATION PROJECT PLAN

Vendor shall coordinate installation and/or maintenance schedules with Dallas Independent School District Administration and their designated agents. Vendor shall be able to accept trouble tickets referred by the Dallas ISD Help Desk. Vendor shall be responsible for placing all service orders with other Vendors whose services may constitute a part of the overall service being provided. The Vendor shall appoint a Project Manager from the account team. The Project Manager shall be the primary point of contact for the Vendor during the implementation process. The Vendor shall prepare a separate plan for changing Dallas Independent School District communication services from their existing Vendor(s) as well as establishing new services. Vendor should also provide a detailed schematic to show interconnection of all District facilities included in the RFP as it relates to the project plan. The Vendor’s implementation plan shall be

reviewed and approved by Dallas Independent School District's Executive Director of Technology or his designee.

BOND FUNDED PROJECTS – GUIDELINES AND PROCESSES

In the event that a project is funded using Bond money the vendor will be required to follow specific guidelines and processes. Please see Appendix B for specifications.

E-Rate Rider as part of resulting contract

“Effective June 25, 2009, the District entered a Settlement Agreement with the United States of America through the Department of Justice and the Federal Communications Commission resolving an investigation into certain aspects of the District's participation in the Schools and Libraries Program of the Universal Service Fund, commonly known as the E-Rate Program. As part of that settlement the District agreed to an E-Rate Compliance Plan and the Board of Trustees adopted an E-Rate Compliance Policy (which may be found in Board Policy CAA (Local)). In addition, the Superintendent of Schools on August 18, 2009 signed a new E-Rate Program Regulation (which may be found at CAA (Regulation)). The obligations outlined in these documents apply for three E-Rate funding years (that is, those beginning July 1, 2009, July 1, 2010, and July 1, 2011) with a sixty day extension, unless the District fails to substantially comply with the requirements, in which case the period of application will be extended. These obligations extend to contracts between the District and its E-Rate vendors.

Every vendor of goods and services selected to participate in the District's E-Rate program will be required to sign a contract with the District that includes the following provisions. Any vendor selected with an existing contract with the District will be required to agree to an amendment containing the same provisions.

1. The vendor must expressly acknowledge:

a. That the E-Rate Program is a federal program and that compliance with the E-Rate Program Rules and Requirements, including the obligations to comply with state and local procurement laws, applicable federal laws (e.g. the Commission's rules and orders requiring a “fair and open” competitive bidding process free from conflicts of interest and inappropriate gift giving) and the instructions, notices, and certifications in the E-Rate Program application forms is a condition of receiving Universal Service Funds payments and of participation in the E-Rate Program;

b. That USAC is obligated to recover funds disbursed in violation of E-Rate Program Rules and Requirements. See Federal-State Joint Board on Universal Service, Changes to the Board of Directors for the National Exchange Carrier Association, Inc., Schools and Libraries Universal Service Support Mechanism, Order on Reconsideration and Fourth Report and Order, CC Docket Nos. 96-45, 97-21, 02-6, 19 FCC Rcd 15252 (2004); Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order, 19 FCC Rcd 15808 (21204);

c. That a vendor's violation of E-Rate Program Rules and Requirements, including the requirements for a fair and open competitive bidding process, and the District's E-Rate

Compliance Policy, which incorporates the E-Rate Regulation, may be grounds for rescission of vendor contracts or even debarment depending on the severity of the violation and repetitive nature of the misconduct.

d. That the vendor will be required to submit each FCC Form 474 to Dallas ISD for review and approval before the Vendor submits the FCC Form 474 to USAC for payment.

2. The vendor must certify to the District that within 60 calendar days of the beginning of the contract term:

a. The vendor's personnel who will be handling Dallas ISD E-Rate Program matters have reviewed the rules and requirements governing the E-Rate Program;

b. The vendor's personnel who will be handling Dallas ISD E-Rate Program matters have reviewed training materials specified by USAC, including the information identified for service providers on the schools and libraries section of USAC's website, <http://www.usac.org/sl>, and the information in the Schools and Libraries Reference Area of the website;

c. The vendor's personnel who will be handling Dallas ISD E-Rate Program matters will make best efforts to attend USAC-sponsored training workshops;

d. The vendor's personnel who will be handling Dallas ISD E-Rate Program matters will subscribe to and timely review the weekly Schools and Libraries Newsbrief at <http://www.usac.org/sl/tools/news-briefs/Default.aspx>.

3. The vendor will represent and warrant that it has complied in all respects with the requirement that the competitive bidding process for E-Rate goods and services was "fair and open" and consistent with the rules and requirements of the FCC.

4. The vendor will acknowledge that for a period of one year from June 25, 2009, all Applicable Dallas ISD Personnel shall be prohibited from accepting any gifts, meals, entertainment, or any other thing of value (except for items of little intrinsic value, such as greeting cards, key chains and pens) from any outside entity that provides or seeks to provide goods or services pursuant to the E-Rate Program. Thereafter Applicable Dallas ISD Personnel may only accept such gifts, items or other things of value to the extent consistent with applicable state, local and federal law, including E-Rate Program Rules and Requirements (e.g. the rules requiring "fair and open" competitive bidding process), the Dallas ISD ERCP and other school district policies. Violation of these rules by a vendor may result in termination of contracts and other sanctions."

APPENDIX I
PREMISES WIRING SPECIFICATION

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PART 1 – GENERAL

INTRODUCTION

Dallas Independent School District (DISD) has developed the following Premises Wiring System Specification for a District-wide global design. This document insures the compliant implementation of DISD Educational Specifications which has precedence over the TDG and this Appendix. This specification is to be used by all contractors doing business directly or indirectly with DISD and all A/E firms designing infrastructure for the Voice, Data, Video, and Auxiliary Systems. All efforts have been made to insure accurate part numbers and procedures. Any discrepancies, inaccurate part numbers, or non-standard procedures shall be reported to the authority issuing this document. Immediate attention will be given to resolving discrepancies. Any deviations from this document must have written approval from DISD Technology Services prior to any work being completed.

OVERVIEW

Included into this section are all materials, labor, and services to provide a complete and functioning infrastructure for the data, telephone, and broadband video distribution systems. This includes, but is not necessarily limited to:

- Raceway, boxes, and cable tray.

- Data, Voice, Video and Distributed Television Coaxial cabling.

- Optical fiber cable and terminations.

- Telecommunications outlets.

- Multimedia Systems in:

 - Classrooms – to be equipped with interactive whiteboards (IWB) and short-throw projectors.

 - Conference Rooms, Libraries, Multimedia Rooms – to be equipped with ceiling-mounted LED Projectors and Projection Screens.

 - Large Teaching/Assembly Spaces such as Auditoria, Cafeteria and Gymnasias – to be equipped with rear projection systems.

- Terminal blocks/cross-connect systems.

- Equipment racks and cabinets.

- Central UPS Systems.

- System testing.

- Documentation and submissions.

Provide all equipment, miscellaneous materials, labor, and services, not specifically mentioned or shown which may be necessary to complete or perfect all parts of the installation which are in compliance with requirements stated or reasonably inferred to be required by the contract documents.

Work not included

Any work in hazardous locations, "Hot Area", such as where asbestos is known to be. Asbestos must not be disturbed. All known locations will be identified by the school district before work starts. Each facility has a Building Management Plan binder that contains an Asbestos awareness document and is available in Principals office for review prior to work being conducted. If work is to be conducted in a "Hot Area" contact DISD for coordination of any abatement by DISD certified contractor.

120 Volt or above electrical wiring, or convenience, or special duty outlets.

Servers, computers, IWB and other end user devices.

For new construction and additions, the Electrical Contractor will install all wall boxes, conduit sleeves, and raceways that may be required for the installation of Voice, Data and Video systems.

Definitions and Acronyms

Dataport - Single Category 6 jack connected to a single cable segment.

Duplex-Dataport - (2) Single Category 6 dataports.

Electrical Outlet - Single 120Volt Power Outlet.

Duplex Electrical outlet - (2) Electrical Outlets.

Quad-Electrical Outlet- (4) Electrical Outlets.

Portable - Permanent classroom space (not swing space).

Swing Space - Temporary portable building in support of construction.

DISD - Dallas Independent School District.

ITS - Information and Technology Services.

AFF - Above Finished Floor.

EF - Entrance Facility.

ER - Equipment Rooms (i.e. MDF, IDF).

MDF - Main Distribution Frame.

IDF - Intermediate Distribution Frame.

TMGB - Telecommunications Main Grounding Busbar.

HVAC - Heating, Ventilation, & Air Conditioning.

UPS - Uninterruptible Power Supply.

ANSI - American National Standards Institute.

EIA - Electronic Industries Alliance.

TIA - Telecommunication Industry Association.

SCS - Structured Cabling System.

BICSI - Building Industry Consulting Services International, Inc.

UTP - Unshielded Twisted Pair.

FDC - Fiber Distribution Center (Rack or Wall Mounted).

RMU – Rack Mount Unit (1.75")

EMT - Electrical Metallic Conduit.

IMC - Intermediate Metallic Conduit.

GRC - Galvanized Rigid Conduit.

UL - Underwriters Laboratory.

AWG - American Wire Gauge.

CMR - Communications Riser Cable.

CMP - Communications Plenum Cable.

MPR - Multipurpose Riser Cable.

MPP - Multipurpose Plenum Cable.

OFNP - Optical Fiber Non-Metallic Plenum Rated.

OFNR - Optical Fiber Non-Metallic Riser Rated.

OTDR- Optical Time Domain Reflectometer.

WAP - Wireless Access Point.

IWB - Interactive White Board.

FOC - Fiber Optic Cable.

Technology Symbols

	NEW DATA OUTLET, FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK).
	EXISTING DATA OUTLET, FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK).
	NEW DATA OUTLET FOR POINT-OF-SALE, FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK).
	NEW DATA OUTLET, WALL-MOUNTED (TYPICALLY +48" AFF., COORDINATE EXACT HEIGHT AND PLACEMENT WITH ARCHITECT), FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK).
	NEW DATA OUTLET, FLOOR-MOUNTED, FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK).
	NEW DATA OUTLET FOR WIRELESS ACCESS, CEILING-MOUNTED, FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK).
	NEW DATA OUTLET FOR VIDEO PROJECTOR, CEILING-MOUNTED, FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK).
	NEW DATA OUTLET FOR POWER-OVER-ETHERNET (PoE), IP-BASED CAMERA, TYPICALLY CEILING-MOUNTED, FOUR-PAIR UNSHIELDED TWISTED PAIR CABLE RUN, CATEGORY AS SPECIFIED, "X" INDICATES NUMBER OF CABLE RUNS (JACKS), IF THERE IS NO NUMBER INDICATED THERE SHALL BE ONE CABLE RUN (JACK). STANDARD INSTALLATION REQUIRES ONE CABLE RUN ONLY FOR SIGNAL, CONTROL AND POWER. NON-STANDARD INSTALLATIONS SUCH AS WALL-MOUNTING OR NON-STANDARD POWER CONFIGURATION SHALL BE KEYNOTED TO DESIGNATE SPECIFIC REQUIREMENTS.
	MULTIMEDIA OUTLET FOR TEACHER STATION AUDIOVISUAL CONNECTIVITY. RE: SPECIFICATIONS AND DETAILS. OTHER AUDIOVISUAL APPLICATIONS SHALL BE KEYNOTED.
	KEYNOTE NUMBER N
TECHNOLOGY SYMBOLS	
	SCALE: NTS
	DATE: 10-01-2012
	VERSION: 01

Figure 1.1 Technology Symbols

REFERENCES

Design, manufacture, test, and install telecommunications cabling networks per manufacturer's requirements and in accordance with latest revision of the NFPA-70 (*National Electrical Code*®), state codes, local codes, requirements of authorities having jurisdiction, and the following ANSI/TIA Standards for Installing Commercial Building Telecommunications Cabling standards including the most current revisions, addendums, and any technical service bulletins (TSB's) that may have been released:

ANSI/TIA-568-C.1 - Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements.

ANSI/TIA-568-C.2 - Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components.

ANSI/TIA-568-C.3 - Optical Fiber Cabling Components Standard.

ANSI/TIA-568-C.4 - Standard for Coaxial Cabling.

ANSI/TIA-569-A - Commercial Building Standard for Telecommunications Pathways and Spaces.

ANSI/TIA-606(A) - The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.

ANSI/TIA-607(B) - Commercial Building Grounding and Bonding Requirements for Telecommunications.

ANSI/TIA-526-7 - Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant.

ANSI/TIA-526-14A - Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant.

ANSI/TIA-758(A) - Customer-Owned Outside Plant Telecommunications Cabling Standard.

Install cabling in accordance with the most recent edition of BICSI® publications:

BICSI – Telecommunications Distribution Methods Manual.

BICSI – Cabling Installation Manual.

BICSI – LAN Design Manual.

BICSI – Customer-Owned Outside Plant Design Manual.

Federal, state, and local codes, rules, regulations, and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the owner's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

In all cases, the latest version of The National Electrical Code (NEC NFPA 70) shall be used as *the* standard to protect people and property from electrical hazards. The Code covers the installation of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways for the following:

Public and private premises, including buildings, structures, mobile homes, recreational vehicles, and floating buildings.

Yards, lots, parking lots, carnivals, and industrial substations.

Installations of conductors and equipment that connect to the supply of electricity.

Install all cabling and termination devices as per the following Manufacturers' recommended installation practices. These practices are required to obtain the Berk-Tek/Ortronics NetClear GT2 copper and MM10 optical fiber 25-year Application Assurance warranties:

Berk-Tek and Legrand|Ortronics NetClear component and system specifications shall be followed.

Berk-Tek Oasis and Legrand|Ortronics installation certification guidelines shall be followed.

PERMITS, FEES, AND CERTIFICATES OF APPROVAL

If required, the owner or owner's authorized agent will make application for and pay for any building permits.

As prerequisite to final acceptance, the Cabling Contractor will supply to the owner certificates of inspection from an inspection agency acceptable to the owner.

PREMISES WIRING DESIGN

For the purpose of this document, the term Dataport is synonymous for both Voice and Data cabling. In existing schools, most of the telephone systems are hard wired and may or may not be located in the MDF. The District is moving toward the installation of Voice over IP (VoIP) Systems for new schools. This is a part of the Data network and requires an Ethernet Dataport for each and every phone set. Where VoIP is implemented, the telephone is connected to the data network and has an auxiliary outlet for the desktop computer.

For existing locations where additional cabling and data drops are being added the cabling type shall match the existing cable system type found within the MDF/IDF room installed based on whether it's Category 5e or 6. Design and installation should not mix Category 5e and 6 systems within the same room. If a new IDF is added, then it should use Category 6 cable systems.

For existing locations where additional cabling and data drops are being added, all existing dataports shall be surveyed and included on design drawings with a unique symbol thereby providing complete documentation of the room.

The intent of this document is not to define every type of room or space within the school, but to discuss details for the design of a campus wide cable system and to define the more common areas. Please refer to the applicable DISD Educational Specification for a list of all types of spaces and the required FF&E including technology devices.

Typical MDF – The industry term for the Main Equipment Room is ER or MDF (Main Distribution Frame). For purposes of this document "MDF" will be used.

For new construction MDF rooms for High Schools shall be no less than 20' x 20' in unobstructed floor area with 10' ceilings. Middle School MDF rooms shall be no less than 10' x 20' in unobstructed floor area with 10' ceilings. Elementary School MDF rooms shall be no less than 10' x 10' in unobstructed floor area with 10' ceilings. Note: The MDF and IDF rooms shall be designated and used for data/telecom transport facilities only. No transformer or electrical switch gear should be placed in this dedicated space. No Hatches, Access Doors or Panels or Access/Pathways to other areas (e.g. Roof Access) are allowed.

A new MDF will house the following equipment:

Two (2) or more Open Frame Racks with vertical and horizontal wire management. When open floor mounted racks are used, install ladder rack cable tray from the rack to the wall for stability and cable support.

Twenty-four (24) or forty-eight (48) port, Category 6 patch panels for termination of the horizontal cable plant served from this room.

Category 6 patch cords provided by Equipment Racking (Rack & Stack) Contractor.

Fiber Optic Patch Panels where fiber backbone from each Public Service provider, IDF and portable building are terminated.

Fiber Optic jumpers installed on patch panels shall be 5 meters in length, pending individual installation requirements.

Rack space (see Figure 1.2, CATV Equipment) for broadband head-end and associated equipment, termination of broadband video backbones, and for wiring associated with video served out of this MDF.

Rack space (see Figure 1.2, Security Rack) for installation of surveillance servers and termination of camera cables.

Rack space (see Figure 1.2, PA Clock System Rack) for installation of the Clock and Programming Systems, and the Public Address and Intercom System.

One or more fire rated plywood backboards (4'x8'x $\frac{3}{4}$ " ACX) will be installed for termination of voice cables, voice backbones, and other auxiliary equipment.

1. A fire rated plywood backboard(s) (4'x8'x $\frac{3}{4}$ " ACX fire rated), should be installed with the good side away from the wall for termination of voice cables, voice backbones, and other auxiliary equipment. If painted, leave fire rating line identifying the type/class of plywood unpainted.
2. If plywood is not fire rated, it should be painted on both sides and all edges with flame-retardant white or off-white paint.

Wall mounted, floor mounted, or rack mounted telephone system. Demarc Extensions, if required, to be installed by Cabling Contractor.

Wall or rack mounted security system controller. Demarc Extensions, if required, to be installed by Cabling Contractor. Telephone numbers for these systems to be arranged for and ordered by DISD IT Staff. District Facilities Staff will program the system. Testing of the system will require close coordination between District Staff, Cabling Contractor and GC.

Wall or rack mounted Fire Alarm system controller. Demarc Extensions, if required, to be installed by Cabling Contractor. Telephone numbers for these systems to be arranged for and ordered by DISD IT Staff. District Facilities Staff will program the system. Testing of the system will require close coordination between District Staff, Cabling Contractor, GC and local Emergency Services Providers.

Elevator cab emergency phones. Demarc Extensions to be installed by cabling contractor. Travelling cables to be installed by Elevator Subcontractor. Telephone numbers to be arranged for and ordered by District IT Staff. Testing will require close coordination between District Staff, Elevator Subcontractor, Cabling Contractor and GC.

Central Power Uninterruptible Power System (UPS) (minimum 10KVA or sized to service MDF and all IDF rooms). Electrical cables and panels, sized appropriately, shall be installed from the MDF to each associated IDF room and terminated as the main electrical feeds for the IDFs.

Rack mounted Power Strips.

In some situations, especially in remodeled or existing schools, security for IT Equipment may be in question (e.g. sharing space with equipment storage closets or placing equipment in commons areas in the school). In these circumstances, Network Equipment should be housed in Lockable, Free-Standing Equipment Cabinets with enough room in them to allow for cable management to the sides of; rather than in front of or behind the equipment. This is to allow better cable management and improved air flow for the enclosed equipment.

Each new rack shall be mounted with a minimum of 48" clearance from the face and rear of the rack and 24" clearance from the side.

Main Grounding Buss bar connected to the main building grounding system.

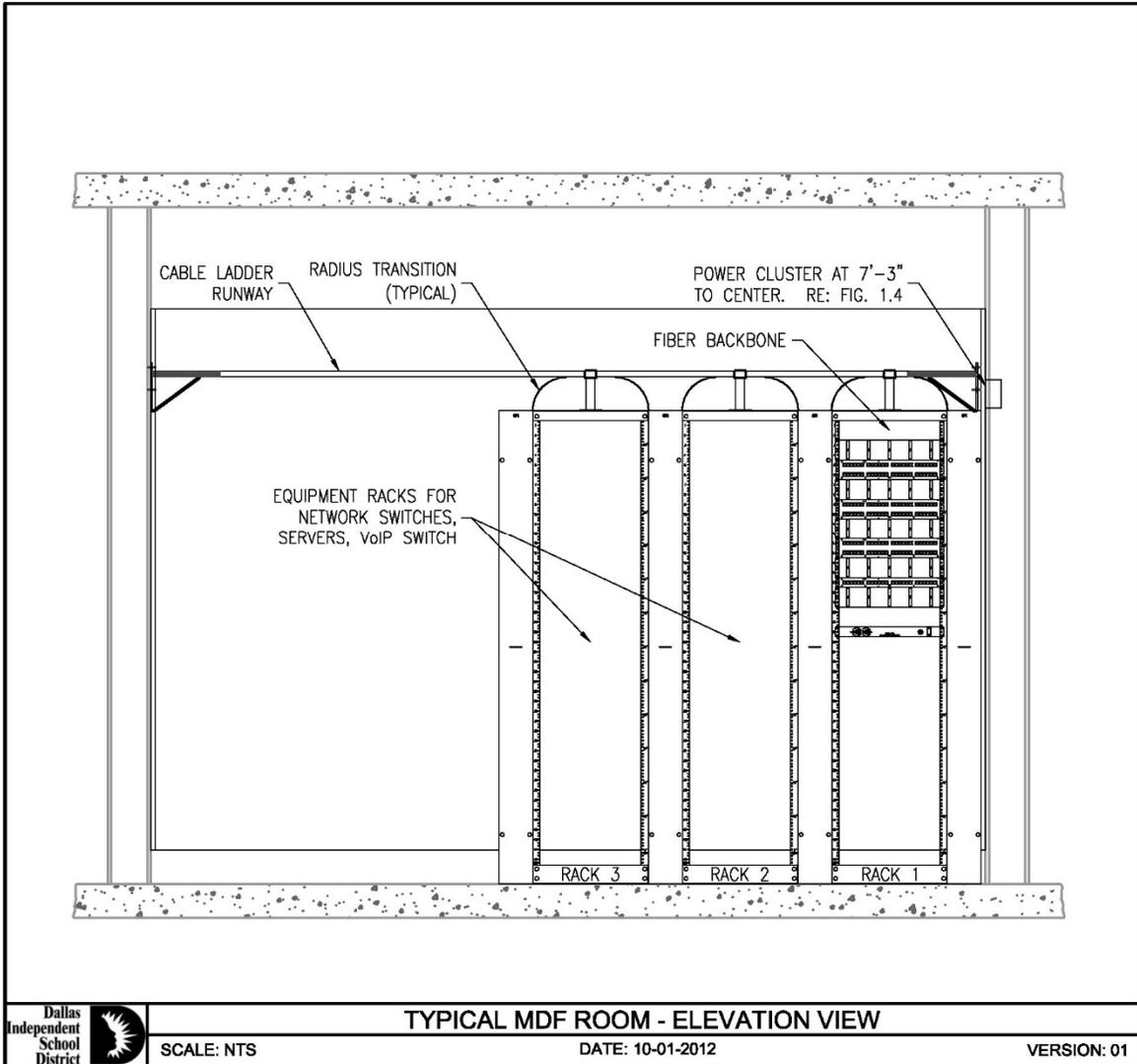
Rate Demarcation Point (RDP) equipment for interface to the Public Switched Telephone Network or high speed data circuits. Typically, these services are arranged for and ordered by DISD IT Staff. They are cabled / installed from the property line to the facility Demarc by the various service providers. Dial tone (or data system connectivity) is provided / configured / tested by the various service providers.

A Cable Runway System (ladder racks) will be installed above the racks in the MDF and IDFs to support and manage the backbone and horizontal cables entering the room to the racks and equipment within the room. Each rack shall be secured to the nearest wall. Use the proper termination and entrance equipment such as waterfalls, support, and bonding equipment.

Ladder racks shall be a minimum of 12" wide.

Install two (2) 4" cabling conduit runs from the MDF to property line at a point designated by the local Service Providers, using a "MaxCell Innerduct" type system or standard 1-1/4" innerducts that would also include a pull string in each channel. External end shall terminate in a pull box specified by service provider and per applicable standards. Internal end shall come up on the same wall as the RDP. Service Provider(s) will install cabling between property line and RDP Demarc and make arrangements to provide dial tone and/or data system connection services into the facility.

Figure 1.2 Typical MDF Room - Plan View



Typical MDF Room – Elevation View

Electronic Access Control. The system requires the following components for either of two conditions.

Condition One: Typical Wall Construction- Accessible wall and door frame:

- 1) Store room lock
- 2) Door Position Reader
- 3) Electric Strike
- 4) Door Locking Device - AIR-PWRINJ4 Power Injector – 1140/1250
- 5) Door Control Panel- CIAC-GW-K9 Cisco Physical Access Gateway
- 6) Card Reader- CON-SNT-GWK9 SMARTNET 8X5XNBD Cisco Physical Access

Condition Two: Solid Wall Construction-Inaccessible wall and door frame:

- 7) Store room lock
- 8) Surface mounted Door Position Reader- mounted on secure side of door
- 9) Surface mounted “MAG” lock
- 10) Surface mounted Passive Infrared Reader
- 11) Surface mounted Exit Push Button to release the “MAG” lock
- 12) Door Locking Device - AIR-PWRINJ4 Power Injector - 1140/1250
- 13) Door Control Panel- CIAC-GW-K9 Cisco Physical Access Gateway
- 14) Card Reader-CON-SNT-GWK9 SMARTNET 8X5XNBD Cisco Physical Access

In both cases, the A/E will be responsible for designing all the required components, power, data and coordinate with Dallas ISD Technology Division, for inclusion in the construction documents.

In both cases, systems are to be installed by a Cisco Certified Vendor with Trained / Certified Technicians. System is to be installed, connected, configured, programmed and tested for connectivity of all components to be visible at the DISD Central Security Console via the DISD Data Network.

For other IP-based equipment (e.g. clocks, cameras, digital signage equipment, etc.) requiring network drops, drop counts and locations are to be identified by the A/E and/or installing contractors for inclusion in the Network Cabling Contractor’s Scope of Work. If this identification occurs too late in the process for

inclusion in the Contract Documents, cabling may be added under a Change Order Process. Dallas ISD Technology Division and Cabling Subcontractor should be notified immediately if additional network drops are required. In all cases, this type of equipment is to be procured, installed and configured by qualified subcontractors acting under the authority of the GC.

Design Criteria for Central Power Uninterruptible Power System (UPS).

System shall provide one (1) hour of continuous operation without degradation of the power supplying the MDF/IDFs.

UPS shall include appropriate modules or cards to allow Ethernet or Fast Ethernet connectivity to the DISD Data Network (RJ45 connection(s))

UPS shall include SNMP functionality for monitoring and remote access into the system.

UPS shall support power to all racks and cabinets within the MDF and associated IDFs but not convenience outlets.

Typically, the MDF will have at least two active racks and one additional rack for future use.

IDFs will have at least one active rack with one additional rack for future use.

In some circumstances, more than the number of racks mentioned above may be required in a given room – typically to support more drops than required in a base configuration. Rack counts, drop counts and room sizes must be adjusted during the design phase as required to accommodate the equipment required in any given room. Dallas ISD Technology Division shall be consulted any time a room is to be constructed that does not conform to the base configurations mentioned in this Section.

Each active rack in the MDF and IDFs will be provided with one (1) power cluster composed of the following power elements to be wall-mounted at 7'-3" AFF (See Figure 1.4).

Two (2) UPS-backed 208v 20A Twist Lock Receptacles (NEMA 6L-20) on two (2) circuits.

Two (2) 208v 20A Twist Lock Receptacles (NEMA 6L-20) on two (2) commercially powered circuits.

Two (2) 120v 20A Quad receptacles (NEMA 5P-20) on two (2) commercially powered circuits.

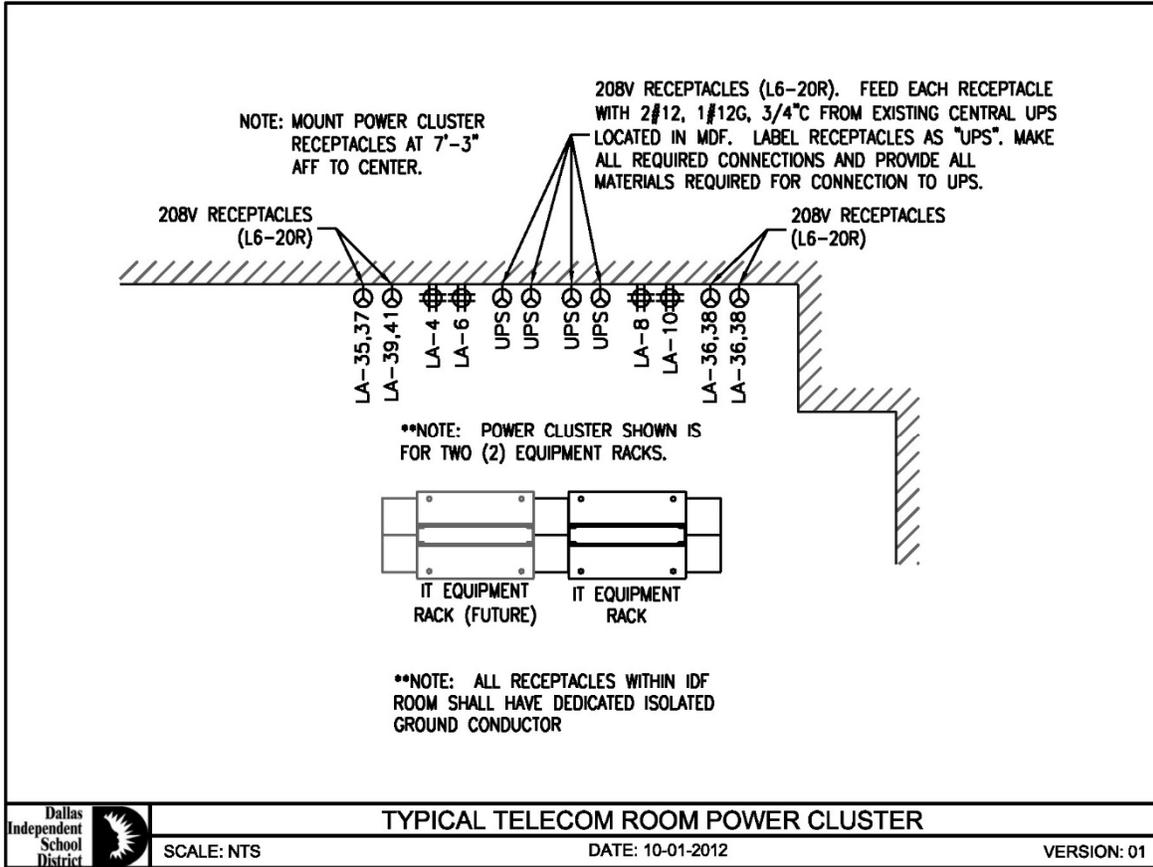


Figure 1.4 Typical Telecom Room Power Cluster

Base level design for an MDF is to have three (3) racks and two (2) power clusters.

Base level design for an IDF is to have two (2) racks and one (1) power cluster.

Typically, equipment for no more than 200 network drops shall be powered by any single power cluster. In situations where deviations from this general rule are required, Dallas ISD Technology Division shall be consulted prior to finalizing room sizing and layout.

Experience has shown that "Typical" School sizes generally have the following IT Room Counts/Requirements.

Elementary School – 1 MDF and 2 IDFs.

Middle School – 1 MDF and 4 IDFs.

High School – 1 MDF and 9 IDFs.

The table below (Figure 1.5) provides standard power requirements resulting in a typical DISD Elementary, Middle and High School UPS and powering configurations.

UPS sizing for school types, see also current Division 17 Document.

The following chart (Figure 1.5) should be used as a general guideline or starting point for UPS design and sizing requirements. Note that if there are more than 200 drops in any given closet or more than the number of rooms identified for any school types, there will be an impact on Central UPS sizing.

School Type	Number of Telecom Rooms	Number of Drops	Number of Clusters	Provide UPS as Required		Provide Feeders, Panels, Breakers & Outlets as Required	
				Power Requirement (Watts)	UPS Size (KVA)	UPS-Backed Receptacles	Commercial Powered Receptacles
Elementary School	3	576	4	10,900*1	15	8 @ 208v 20A	8 @ 208v 20A 8 @ 120v 20A Quad
Middle School	5	960	6	16,800*2	20	12 @ 208v 20A	12 @ 208v 20A 12 @ 120v 20A Quad
High School	10	1920	11	29,900*3	30	22 @ 208v 20A	22 @ 208v 20A 22 @ 120v 20A Quad

Notes: This model assumes that switches in each Power Cluster offer 96 ports w/ full PoE support (or 60 PoE+ ports)

1. This represents 80% of the power that a 15 KVA UPS can support -- service to 13.6kW. This configuration will support an additional 2.7kw load over the base or 1 additional power cluster and 1 non-POE switch (adding up to an additional 240 ports). (This model assumes that not all PoE ports will be in use simultaneously.)
2. This represents all of the power that a 20 KVA UPS can support -- service to 16 kW. This configuration will not support additional equipment. (This model assumes that not all PoE ports will be in use simultaneously.)
3. This represents all of the power that a 30 KVA UPS can support -- service to 30 kW. This configuration will not support additional equipment. (This model assumes that not all PoE ports will be in use simultaneously.)

Figure 1.5 Typical UPS Design Guideline Requirements

Typical IDF – The term for the room that houses all proximal horizontal cabling, cross-connects, and network equipment is the TR (Telecommunication Room) or IDF (Intermediate Distribution Frame). For purposes of this document “IDF” will be used. IDFs will be sequentially numbered IDF1, IDF2, IDF3, etc.

For new construction the IDF rooms shall be no less than 10'x10' in unobstructed floor area with 10' ceilings.

IDFs will be placed so that no drop cable length will exceed 295' (90m) for the permanent link; or 328' (100 meters) for the complete channel inclusive of all cross-connects.

A new IDF will consist of the following equipment:

One (1) or more Open Frame Rack(s) with horizontal and vertical cable management. When open floor mounted racks are used install ladder rack cable tray from the rack to the wall for stability and cable support.

24 and/or 48 port, Category 6 patch panels for termination of the horizontal cabling for that area.

Category 6 patch cords provided by Equipment Racking (Rack & Stack) Contractor.

Rack mounted fiber optic patch panel for termination of the fiber optic backbone.

Duplex fiber optic jumpers of a quantity to fully connect installed patch panels. 20% shall be 3' (1 m) in length, 30% shall be 6' (2 m) in length and 50% shall be 9' (3 m) in length.

Rack mounted Power Strips.

In some situations, especially in remodeled or existing schools, security for IT Equipment may be in question (e.g. sharing space with equipment storage closets or placing equipment in commons areas in the school). In these circumstances, Network Equipment should be housed in Lockable, Free-Standing Equipment Cabinets with enough room in them to allow for cable management to the sides of; rather than in front of or behind the equipment. This is to allow better cable management and improved air flow for the enclosed equipment.

Each new rack shall be mounted with a minimum of 48" clearance from the face and rear of the rack and 24" clearance from the side.

In situations where equipment racks are located side-by-side, the new rack must be secured to the existing rack with vertical cable management for additional stability. Ladder rack pathway to each rack shall be connected perpendicular to adjacent wall.

In situations where racks are separated in a single room, ladder rack should be run between the two to provide a cable pathway between racks. Ladder racking is to be secured to the nearest wall.

Ladder racks shall be a minimum of 12" wide.

Central Power Termination (fed from MDF).

One wall surface in the IDF shall have a 4'x4'x $\frac{3}{4}$ " (minimum) sheet of plywood installed with the bottom edge at 48" AFF as a supporting backboard for wall-mounted equipment.

- 15) A fire rated plywood backboard (4'x4'x $\frac{3}{4}$ " ACX fire rated), should be installed with the good side away from the wall for termination of voice cables, voice backbones, and other auxiliary equipment. If painted, leave fire rating line identifying the type/class of plywood unpainted.
- 16) If plywood is not fire rated, it should be painted on both sides and all edges with flame-retardant white or off-white paint.

Grounding Buss bar connecting the building grounding system.

Room access shall be controlled by electronic Access Control.

Typical IDF room. See also current Division 17 Document.

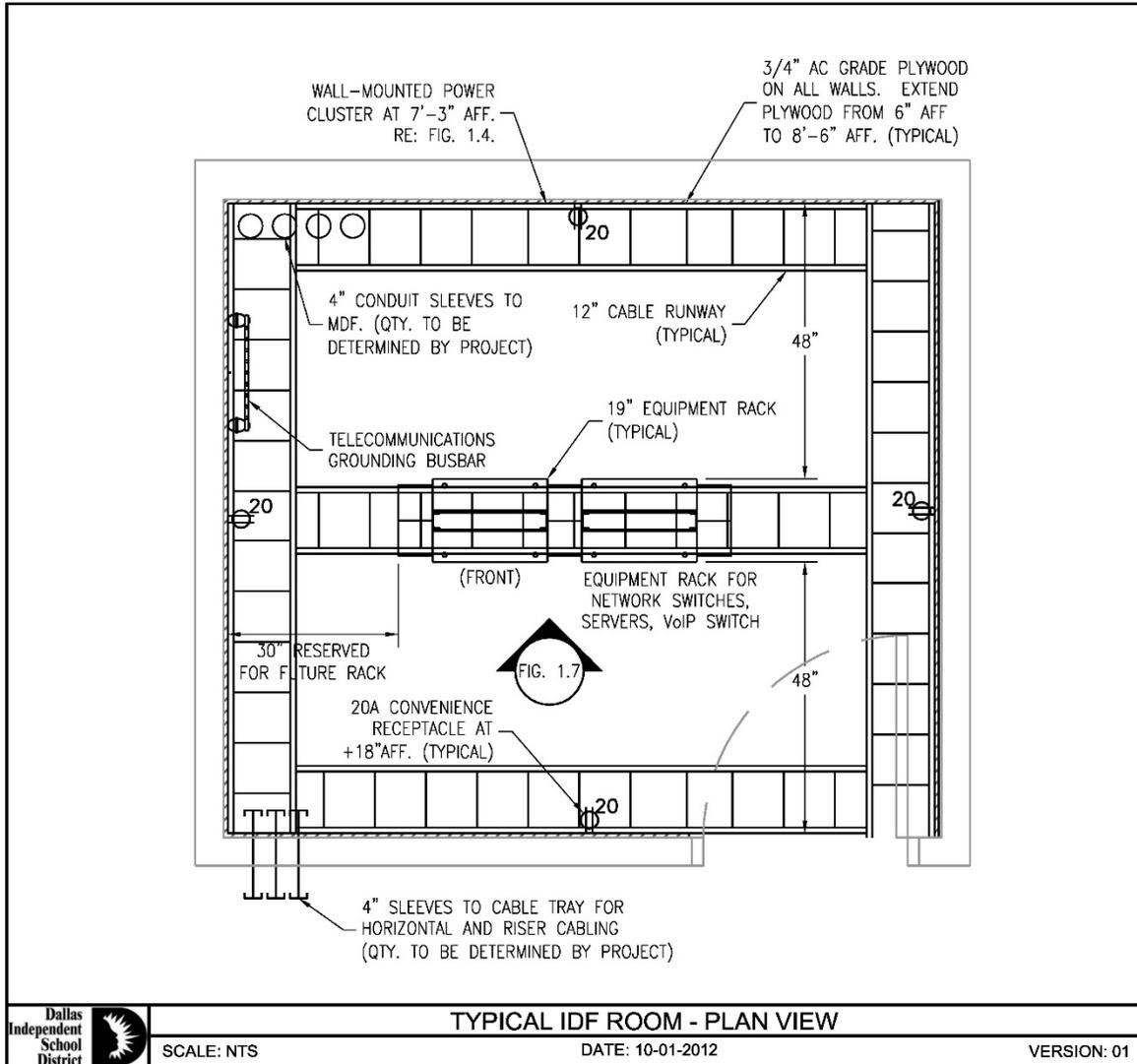


Figure 1.6 Typical IDF Room - Plan View

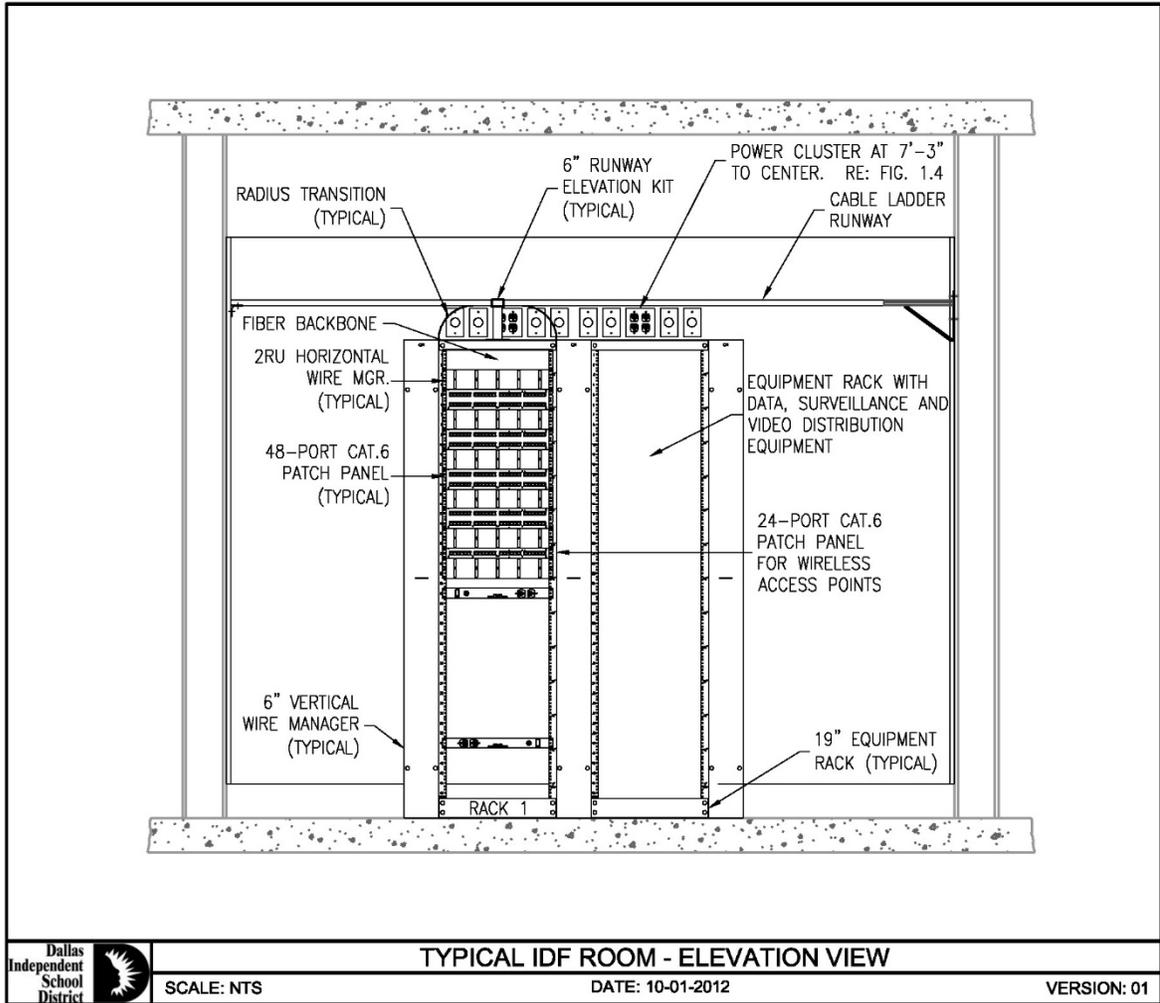


Figure 1.7 Typical IDF Room - Elevation View

Typical Administrative Workstation Cabling

The typical administrative workstation requires two (2) Category 5e/6 dataports and a quad electrical outlet. If voice service is provided via Voice over IP, then one of the two Category 5e/6 dataports is used. The data cables will terminate on patch panels mounted in racks or cabinets located in the nearest IDF or MDF.

Offices will have the data and communication ports located to allow the phone and computer to be placed on the desk and/or the credenza with the cabling passing through the desk return. In the administrative reception area, a secretary and receptionist will have their computer stations located on desks away from the reception counter.

Typical Classroom Workstation Cabling

Per District requirements, there shall be eight (8) Category 5e/6 dataports in each typical classroom (Figure 1.8 below). Break out the aforementioned dataports as one (1) or two (2) dataports in a single plate with an adjacent single quad-electrical outlet. Locate dataports as follows:

One (1) dataport and one (1) HDMI connector within the Multimedia Outlet in the center of the teaching wall just under the white board.

One (1) dataport coiled above ceiling to allow connection of multimedia projector.

One (1) two-port dataport installed on the wall opposite of the teaching wall.

Two (2) two-port dataports shall be placed on other walls, as required, to accommodate flexibility.

All Category 5e/6 cables run to the nearest IDF and terminate on rack mounted modular patch panels.

Each dataport faceplate shall be paired with electrical outlets (four receptacles) to be located within 18". Electrical receptacles may be installed as two (2) duplex-electrical outlets or one (1) quad-electrical outlet.

Typical Classroom & Conference Room Multimedia Teaching Wall (Existing Construction)

A typical classroom teaching wall will consist of dataports, power and a multimedia outlet box located next to the teacher's desk or immediately under the whiteboard. Where possible, a system meeting the latest DISD Standard Short-Throw Projection System shall be used as, typically, there is no longer a need for a ceiling mounted projector, power on the ceiling, or for a projection screen. (See Section 1.5.F immediately below and Figure 1.8 next page.)

Typical Classroom & Conference Room Multimedia Teaching Wall (New Construction)

A typical classroom teaching wall located in "new construction" facilities will consist of data ports, power and a multimedia outlet box located under the whiteboard that has been designated as the "teaching" whiteboard. In a typical classroom and conference room, there is no longer a need for a ceiling-mounted projector or a projection screen. (See Figure 1.8 below)

In most cases, Conference Rooms will also use short-throw interactive projectors and whiteboards mounted on the "front" or viewing wall. Cabling is similar to that used in Typical Classrooms except that the user endpoint termination may be under or in the conference room table or on the wall opposite the circulation side of the conference room table (away from the doorway).

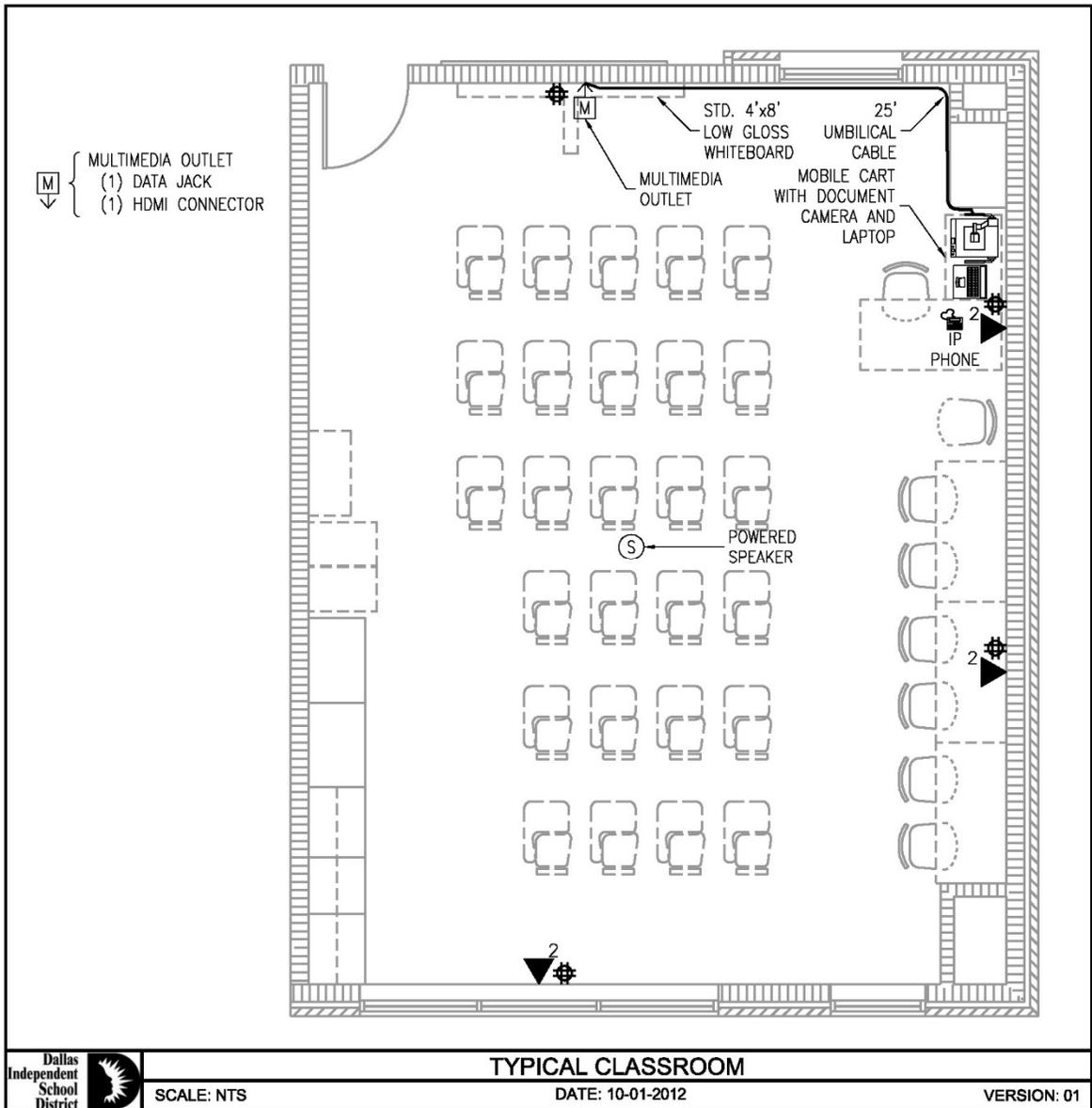


Figure 1.8 Typical Classroom

Wall- and Ceiling-Mounted Projectors for Media Center, Conference Room and Auditorium Locations (Includes VGA Cabling)

Wall- and Ceiling-Mounted Projectors are not to be used in Typical Multimedia Classrooms.

When a projector is required for a Media Center, Conference Room or a Teaching Auditorium, three projector mounting location options may be considered:

- A. Larger spaces of this classification may be equipped with a projector mounted on the rear wall with a long-throw lens.
- B. Some spaces may be accommodated by a ceiling-mounted projector – as long as it can be mounted at 12'-0" AFF or less over a flat, unobstructed area.
- C. In some spaces, a cart-mounted projector may be used. Cart-mounted projectors will only be designated in spaces with the approval of DISD Construction Services.

Media Center, Conference Room and Auditorium multimedia connectivity will consist of a cable bundle (non-GC scope) and power and data outlets near a wall or ceiling mounted projector location and a multimedia outlet box, located on the wall. (See Figure 1.9 below)

Ceiling mounted projectors and motorized projection screens are only required in Libraries / Media Centers and Auditoriums (secondary schools) and Multipurpose rooms (elementary schools). A/E to determine the size of the electric motorized screen, projector, audio (sound) and control system as required. No conduit is desired between the projector and the multimedia outlet box. Projectors, screens, sound system, cabling and infrastructure are to be procured and installed by the General Contractor. (When it is determined that a Multimedia Cart is to be used in lieu of fixed-mounted projectors and sound systems – only as approved by DISD Construction Services – GC is responsible only for the screen, speakers, cabling and infrastructure. Projector, sound system and cart are to be provided by DISD Construction Services.)

The diagram below provides the dimensions for the proper placement of the standard ceiling mounted projector and projection screen. Non-standard projectors may be required in a large space. Use of non-standard projectors or any variation from the dimensions defined in the diagram below of more than 5% tolerance shall be approved by DISD staff. (See Figure 1.9 below)

NOTE: Design waiver is required if the conditions listed above cannot be met. Deviations from the conditions listed above require an approved Construction Services Form.

Infrastructure requirements:

- A. At the projector location on the ceiling
 - 1. 1 – Duplex electrical outlet
 - 2. 1 - Category 6 (or higher) Data Cable terminated and left coiled above ceiling
- B. Cable bundle terminated with:
 - 1. 1 - SVGA modular Connector and/or multiple BNC Connectors
 - 2. 1 - Set of (3) RCA Jacks (red, white & yellow)
 - 3. 1 - HDMI 1.3 modular Connector
- C. The VGA-based multimedia outlet consists of (See Figure 1.10):
 - 1. 1 - Duplex dataport
 - 2. 1 - SVGA modular Connector
 - 3. 1 - Set of (3) RCA Jacks (red, white & yellow)

4. 1 - HDMI 1.3 modular Connector
5. D Between the multimedia outlet and ceiling mounted projector location run
 1. 1 - SVGA cable
 2. 1 - Set of (3) RCA A/V cables
 3. 1 - HDMI 1.3 Cable

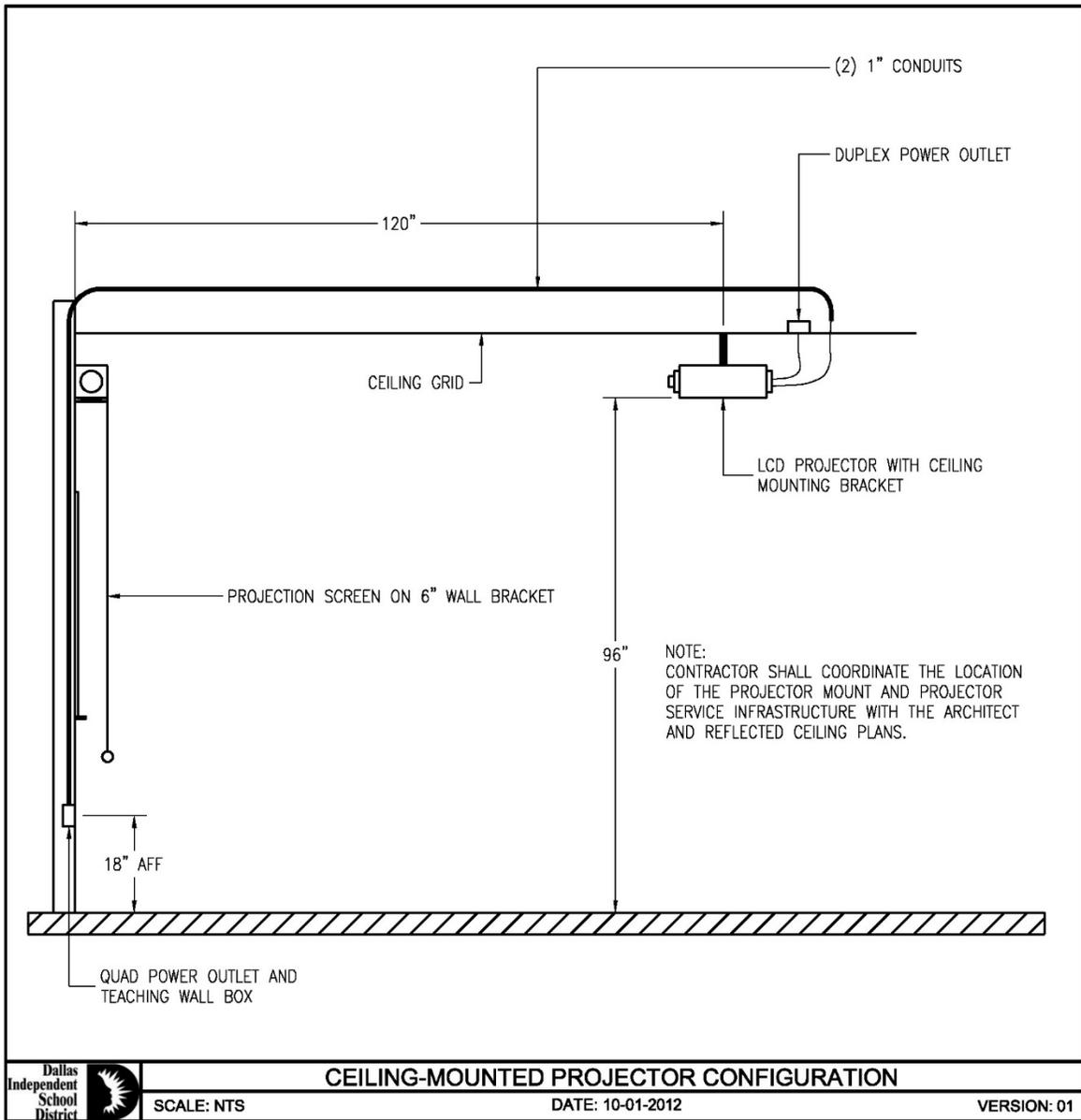


Figure 1.9 Ceiling-Mounted Projector Configuration

Projection Systems for Auditoria and Large Instructional/Assembly Spaces (Large Venue and Stage Areas)

When a projector is required for an auditorium or large space such as a cafeteria or gym, three projector mounting location options may be considered:

The preferred design will use a rear projection system.

If this is not possible due to space and/or layout considerations, the second choice would be to have a front projection system with a long throw lens mounted on the back wall of the space.

If this type of system cannot be installed, the third choice would be to have a ceiling-mounted projector (provided the mount is no more than 12'-0" AFF and it is over a flat accessible area to allow the use of ladders or scaffolding to maintain the projector).

Large Venue projection system shall include a GC-provided powered screen matched in size and function to the focal length and power of the intended projector within the space in which it is to be used. Specifications and selection of the projector for which the design is based, shall be application-specific and approved by the District on a case-by-case basis. Large Venue projectors shall be procured and installed by the GC and include full cabling as defined for a typical ceiling-mounted projector including a Multimedia Outlet and a cable bundle as defined in Section 1.5.G of this document. The cabling may require extenders/boosters/distribution amplifiers in some cases where length is greater than 25'. Cable bundle shall extend to either a podium location or the front of the stage. There is no desire to extend video or audio signal cables to the control booth that is typically located in the back of the auditorium. In most cases the projector will require a protective cage to protect it from typical stage rigging, athletic events and general hazards.

The video system shall be integrated with an auditorium sound system suitable for the space in which it will be installed (also GC installed).

Large Venue projectors must be controllable not only with a dedicated handheld IR-based remote controller (typically shipped with the projector), but also via an external multimedia control system – typically with a wall-mounted, podium-mounted or wireless free-standing push button- or touchpanel-based controller. The controller panel(s) must be mounted so as to allow projector and multimedia system control (with functions such as ON, OFF, INPUT SELECTION, IMAGE ADJUST, VOLUME, MUTE, ROOM LIGHTING, etc.) from the teaching location and/or from a dedicated control booth. Specific locations for control shall be determined and approved by the District.

Large Venue Multimedia Systems – Projection System, Audio System and Control System – are to be designed under the A/E scope, approved by the District and installed by a subcontractor certified to install the approved multimedia systems and equipment.

NOTE: Design waiver is required if the conditions listed above cannot be met. Deviations from the conditions listed above require an approved Construction Services Form

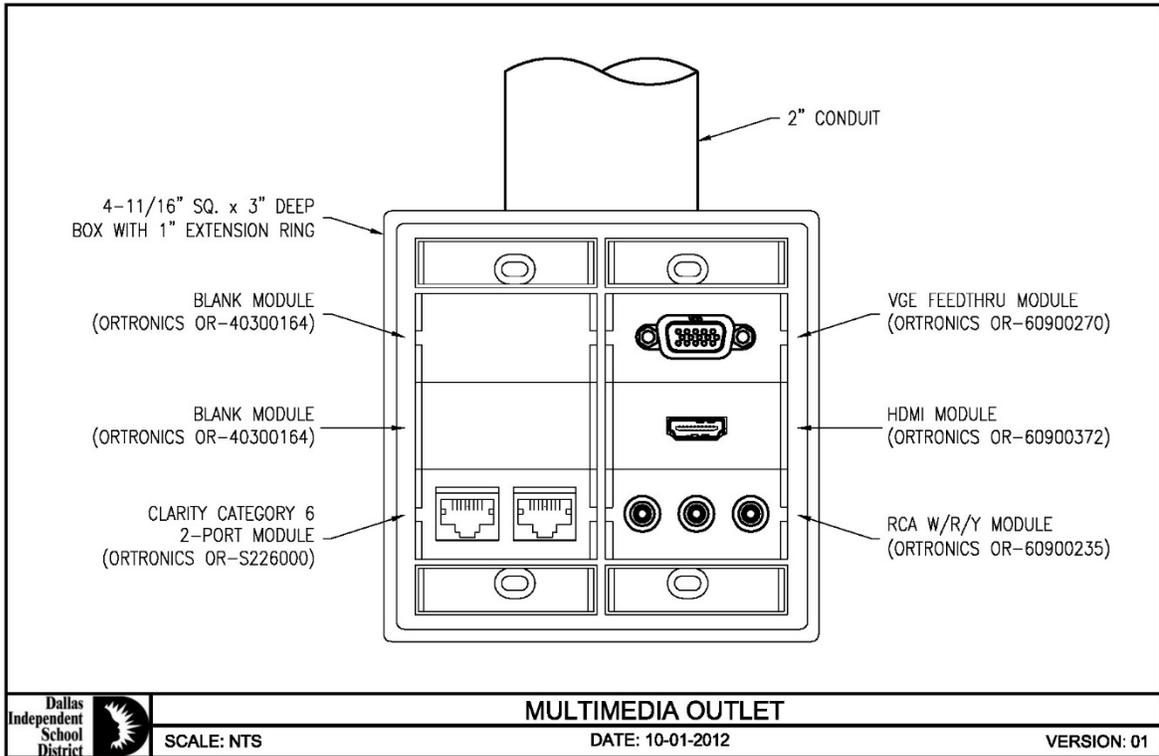


Figure 1.10 Multimedia Outlet (VGA, HDMI, RCA)
TYPICALLY FOR LARGE VENUE PROJECTORS AND MULTIMEDIA SYSTEMS

1. Short Throw Projector for Typical Classrooms (New Construction)

The diagrams shown below provide the dimensions for the proper placement of short-throw, arm-mounted projector and whiteboard location (Figures 1.11 and 1.12). The Multimedia Outlet Detail is shown in Figure 2.1.

Short Throw Projection System Design Standards are the default multimedia projection system standards for new, existing and remodeled classrooms and where possible, they shall be used.

The use of a Standard Type Digital Projector or any variation thereof (see Figure 1.9 above) or variance of 5% or more from the dimensions outlined in the diagrams below shall only be used if approved by DISD staff.

(Contact: Network Services 972-925-5670)

2. All data cabling will be installed by a cabling contractor. All conduits, boxes and pathways will be installed by the general contractor.
3. Infrastructure Requirements:
 - a. At ceiling level of "teaching" defined white board
 1. 1 - Duplex-electrical outlet mounted in wall just below ceiling and above mounted projector (In most locations. Outlet will be above ceiling in some.)

2. 1 - CAT 6 data cable (single) coiled up and left above ceiling
 3. Projector Blocking: Minimum of a 1/8" sheet metal backing (32"w x24"h)
- b. Cable bundle consisting of:
1. 1 - CAT 6 data cable (single)
 2. 1- HDMI 13 modular connector
- c. The HDMI-based multimedia outlet consists of (See Figure 2.1):
1. 1 - Quad-electrical outlet
 2. 1 - CAT 5e/6 data port (single jack)
 3. 1 - HDMI 1.3 modular connector
- d. Between the multimedia outlet and ceiling mounted projector location run:
1. 1 -2" EMT conduit located behind white-board wall
 2. 1 - Minimum of 4- $\frac{11}{16}$ " x4- $\frac{11}{16}$ "x 3- $\frac{1}{2}$ "box with a 5/8" double-gang mud ring placed 15" AFF. Use a double-gang faceplate.
 3. NOTE: HDMI 1.3 Cable to be installed within 2" conduit along with the Category 6 data cable.

Figure 1.11 Interactive Short Throw Projector Infrastructure Detail - Elevation View

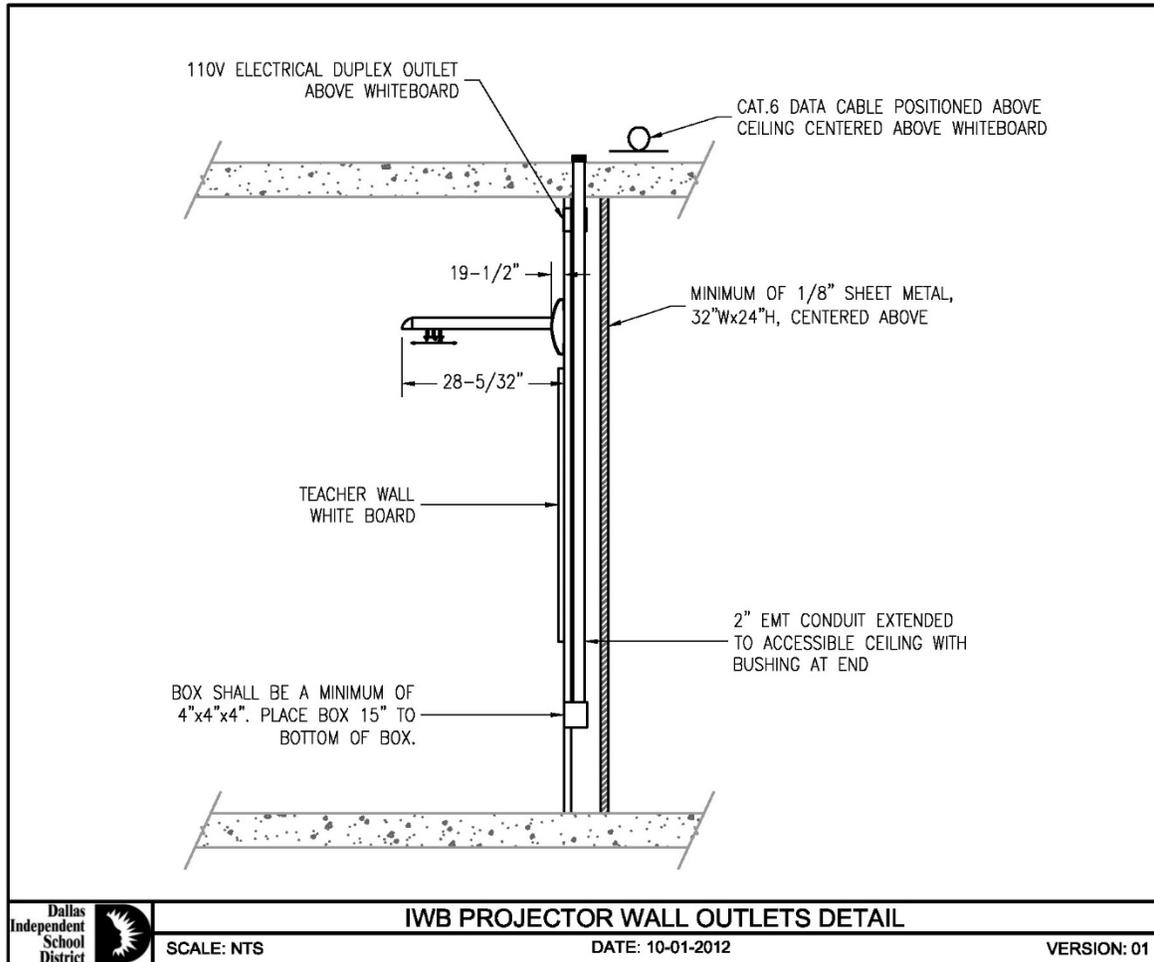


Figure 1.12 Interactive Projector Wall Outlets Detail - Section View

Typical Computer Lab

A typical Computer Lab will be equipped with thirty-two (32) Category 6 dataports for student computers, four (4) Category 6 dataports for teacher station, and four (4) Category 6 dataports for printer locations.

All Category 6 cables run to the nearest IDF and terminate on dedicated rack mounted modular patch panels, one for each lab. Each lab will have its own dedicated patch panel leaving 8 ports for growth and in support of separate virtual LANs within the network switch configuration.

Within 18" of the dataport, each dataport shall be paired with two (2) electrical outlets. Electrical outlets may be installed as duplex-electrical outlets or quad-electrical outlets.

Backbone Cable – Room-to-Room

For existing schools where new IDFs are added, install a new backbone from the MDF to each IDF consisting of a twenty-four (24) fiber, 50/125 micron OM3 multimode optical fiber cable and a twenty-five (25) pair Category 3, 24 gauge multi-pair cable.

Vertical/horizontal backbone cabling for new schools will consists of a twenty-four (24) fiber, 50/125 micron, multimode optical fiber cable, and a twenty-five (25) pair, Category 3, 24 gauge multi-pair cable installed from each IDF to the MDF.

Provide Fiber Optic Patch panels at each end sized for the number of fibers to be installed. Typical: Terminate all 24 fibers with Type "LC" connectors. Connect 12 to patch panels; leave balance coiled in or behind bulkhead with protective covers in place as spares.

Terminate each end of the twenty-five (25) pair Category 3 cable on Patch Panels (or wall-mounted 110-Type Blocks where required to match existing systems).

Backbone Cabling Between Buildings and to/from Portable Buildings

In a separate project most of the portable buildings are being cabled per the following specification. Construction swing space will not require a cabled connection but will use a wireless connection and therefore are exempt from the following specification. There may be some cases where cabling is still required.

All portable buildings must be connected to the campus network. From MDF install a twenty-four (24) fiber 50/125 micron multimode optical cable to a weatherproof cabinet or splice box that is centrally located among the portable buildings. It is to be mounted overhead in the walkway cover. From this cabinet install a six (6) fiber 50/125 micron multimode optical cable to each portable building (up to 4 portable buildings). Multimode fiber cable shall be Superior Essex Loose Tube Triple Jacket Double Armor Series 1C cable, installed and attached to structure in the walkway cover.

In each portable building, provide one (1) wall-mounted lockable cabinet. Terminate all fibers within the cabinet for connection to owner-provided network switch. All Fiber Optic Cable strands should be terminated, tested and certified.

Install eight (8) Category 6 dataports within each classroom within the portable. All Category 6 cables run to the wall-mounted cabinet and terminated on the patch panel. Classrooms in portable buildings shall have the same general layout and shall meet the same connectivity and multimedia outlet/device standards as regular classrooms.

Contractor is responsible for installation of all conduits, weatherproof splicing enclosures or splice boxes, lightning protection, grounding and wall cabinets to complete the installation.

Wireless Access Points

All Wireless Access Points (WAP) shall be connected to the DISD network. Identification of these locations and the number of access points will need to be established as part of an initial site survey. Design shall be based on site maps for minimal radio signal interference at 50% radio signal power accommodating the Cisco 802.11n WAP product line as defined by District ITS. The full campus interior area shall be covered.

Prior to installation, District staff or WAP Contractor shall perform a detailed radio propagation survey after the physical building structure is complete and major systems installed. Any variations in location and WAP quantities shall be dealt with appropriately and updated on design drawings by A/E based on input from District staff. These design documents shall be depicted with circles indicating the planned 50% and 100% power coverage area for each radio. The radio power (in watts) and its channel number should also be shown. Differentiate by color (blue and green preferably) overlaid coverage areas when necessary.

Following the final, approved design, for each access point, install one (1) Category 6 cable from the MDF or closest IDF to a point above the ceiling where no drop ceiling is available, to a point 1' below the ceiling, with the WAP to be mounted on the wall. In either case the dataport shall be terminated within a standard box. Low voltage power for the access points will be provided through the data cable. All cables and patch cords shall be labeled. Label existing patch panel to identify location.

When installation of the WAP is required within a potentially damaging space such as a gymnasium, the WAP unit should be enclosed. Hoffman DU606030P is recommended.

PATHWAYS AND RACEWAYS

Pathways and Raceways are the support system for the infrastructure. All Pathways and Raceways shall conform to the ANSI/TIA569 Commercial Building Standard (most current revision) for Pathways and Spaces. All horizontal and backbone cable shall be properly supported every 48" to 60" with no more than 9" of drape between supports. Infrastructure Support Systems include, but may not be limited to the following:

Properly supported Cable Trays.

Properly Supported Conduits, inside, outside, both above ground or underground.

Independent Cable Hangers spaced no more than 60" apart.

Surface Raceway systems are to be metal raceways and boxes.

In existing schools the preferred method of support outside of the MDF and IDF is independently supported cable hangers. These hangers are to be suitable for installation of Category 6 cables and supported bend radius applications.

In new spaces (new and additions) the preferred method is a combination of Cable Tray and J-Hangers. Cable trays shall be used for main horizontal cable pathways to and from MDFs and IDFs. Cable Trays shall be installed in the main hallways. Use independently supported J-hangers where cables exit the cable tray

system and run to the termination points. All backbone cable shall also follow these cable tray pathways. Category 6 and auxiliary system cables shall be combed and independently bundled. Bundle ties shall be easily removed for the addition or removal of cables and shall be plenum rated. The primary cable routes will be located over corridors for future maintenance and access. Plenum-rated cabling, cable support hardware and cable ties are required in plenum-rated and above-ceiling spaces.

In new spaces (new and additions) where the GC and subordinate Electrical Contractor are responsible for the wall boxes, conduit sleeves, and raceways, a 1" conduit with a pull string shall be included at each wall box. The conduit shall extend from the wall box to above the wall providing a clean pathway for data cables. In remodeled spaces where a Cabling Contractor is responsible for the wall boxes, conduit sleeves, and raceways, this additional conduit is not necessary.

Firestopping

New and existing raceways, conduit sleeves, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be fire-stopped where they penetrate new or existing building construction.

Firestopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.

Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.

SUBMITTALS

Submit to the engineer/designer shop drawings, product data (including cut sheets and catalog information), and samples required by the contract documents. Submit shop drawings, product data, and samples with such promptness and in such sequence as to cause no delay in the work or in the activities of separate contractors. Engineer/designer shall review submittals with District ITS staff or designee. District ITS staff or designee shall have final determination of all technology system-related design elements. The engineer/designer will indicate approval of shop drawings, product data, and samples submitted to the engineer by stamping such submittals "APPROVED" with a stamp. Submitted shop drawings shall be signed and RCDD-stamped by the contractor's RCDD certified engineer, showing the date and the contractor's firm name.

All submitted drawings shall include in the title block:

Site identification (TEA #)

Campus name

Descriptive Sheet Title

Floor (when applicable)

Area location (when applicable)

Building or Portable(s) number (when applicable)

Room numbers

Dimensions

Revision identifier or Drawing Submittal Phase

Author or Certified Engineers name

Firm's name and contact information with phone number

Date

File Name (for reference to electronic file submittal)

The Technology drawings set shall be submitted following the format described below:

T-001	NOTES, SYMBOLS & INDEX OF DRAWINGS
T-101	SITE PLAN – TELECOM
T-201	OVERALL FLOOR PLAN – LEVEL 01 – TELECOM
T-202	OVERALL FLOOR PLAN – LEVEL 02 – TELECOM
T-211	FLOOR PLAN – LEVEL 01 – AREA 'A' – TELECOM
T-212	FLOOR PLAN – LEVEL 01 – AREA 'B' – TELECOM
T-221	FLOOR PLAN – LEVEL 02 – AREA 'A' – TELECOM
T-222	FLOOR PLAN – LEVEL 02 – AREA 'B' – TELECOM
T-301	TELECOM RISER DIAGRAMS
T-401	TELECOM EQUIPMENT ROOM DETAILS
T-501	TELECOM DETAILS

	TECHNOLOGY DRAWINGS SET - INDEX OF SHEETS	
SCALE: NTS	DATE: 10-01-2012	VERSION: 01

Figure 1.13 Technology Drawings Set - Index of Sheets

By submitting shop drawings, product data, and samples, the contractor represents that he or she has carefully reviewed and verified materials, quantities, field measurements, and field construction criteria related thereto. It also represents that the contractor has checked, coordinated, and verified that

information contained within shop drawings, product data, and samples conform to the requirements of the work and of the contract documents. The engineer/designer remains responsible for the design concept expressed in the contract documents as defined herein.

The engineer's/designer's approval of shop drawings, product data, and samples submitted by the contractor shall not relieve the contractor of responsibility for deviations from requirements of the contract documents, unless the contractor has specifically informed the engineer/designer in writing of such deviation at time of submittal, and the engineer/designer has given written approval of the specific deviation. The contractor shall continue to be responsible for deviations from requirements of the contract documents not specifically noted by the contractor in writing, and specifically approved by the engineer in writing.

The engineer's/designer's approval of shop drawings, product data, and samples shall not relieve the contractor of responsibility for errors or omissions in such shop drawings, product data, and samples.

The engineer's/designer's review and approval, or other appropriate action upon shop drawings, product data, and samples, is for the limited purpose of checking for conformance with information given and design concept expressed in the contract documents. The engineer's/designer's review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. The review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The engineer's/designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Perform no portion of the work requiring submittal or review of shop drawings, product data, or samples, until the engineer/designer has approved the respective submittal. Such work shall be in accordance with approved submittals.

Submit shop drawings, product data, and samples as a complete set within thirty (30) days of award of contract.

For initial submission and for resubmission required for approval, submit four (4) copies of each item. The designer will only return two copies.

Illegible submittals will not be checked and returned, un-approved, to the Contractor.

General: Submit the following:

Bill of materials for each system in MS Excel table format that includes the following minimum column headers:

Quantity

Unit of Measurement

Brand

Part Number

Basic Description

Length and type of proposed copper and fiber optic cables in MS Excel table format for each set of cables to each IDF.

Project schedule including all major work components that materially affect any other work on the project in MS Project Gantt chart format.

Shop drawings: Submit the following:

Room construction diagrams including floor plans, sections and rack elevations of all rooms showing all components (e.g. fiber termination bulkheads, UTP patch panels, vertical and horizontal cable managers, data switches, UPSs, overhead ladder racking, entry conduits and sleeves, power outlets, fire and security panels, backboards, door position and swing, etc.) for review and approval by Dallas ISD IT Staff prior to procuring and installing any room-mounted equipment. Submittals to be provided in electronic drawing format. (PDFs, AutoCAD, Visio, etc. to be approved by owner).

Backbone (riser) diagrams include location identity in electronic drawing format. (PDFs, AutoCAD, Visio, etc. to be approved by owner).

System block diagram, indicating interconnection between system components and subsystems in drawing format with floor separation in electronic drawing format. (PDFs, AutoCAD, Visio, etc. to be approved by owner).

Fabrication drawings for custom-built equipment in drawing format.

Product Data– Provide via hardcopy and scanned or OEM PDFs catalog cut sheets highlighting or circle the actual part number and information for the following:

Wire, cable, and optical fiber.

Outlets, jacks, faceplates, and connectors.

All metallic and nonmetallic raceways, including surface raceways, outlet boxes, and fittings.

Terminal blocks and patch panels.

Project record and drawings:

All electronic drawings shall be submitted in either MS Visio or AutoCAD version 2007 format on CD/DVD.

All T series (Technology) drawing sheets/files shall be formatted for legible printing on 11"x17" paper or smaller including technology installation notes.

AutoCAD files shall be complete and fully functional at all layers with complete binding and editable functionality.

Final drawings and submittal package documents shall become the property and responsibility of Dallas ISD at project closure.

Each sheet of the submittal package shall be stamped or labeled with "As Built" and the associated date.

Each sheet shall include a directional indicator to North.

Each sheet shall include a drawing scale. Filenames shall use the following format:

Example of file naming standard:

Site	Drawing #	Description	Revision#	Date
245	T01	MDF Rack1	R02	123011

Example of filename:

245-T01-MDF-Rack1-R02-123011.dwg

An index of all drawings and files shall be included in the submittal package.

Index shall be submitted in MS Excel format with the following fields a minimum:

- 17) Site identification
- 18) Campus name
- 19) Descriptive Sheet Title
- 20) Floor (when applicable)
- 21) Area location (when applicable)
- 22) Room numbers
- 23) Sheet Number
- 24) Revision
- 25) File Name
- 26) Submittal and approval date record

Record Drawing Set shall include Plan Drawings indicating locations and identification of work area outlets, nodes, all telecommunications rooms (MDFs and IDFs), and backbone (riser) cable runs. For existing locations where additional cabling and dataports are being added, all existing dataports shall be included with a unique symbol thereby providing complete documentation of the network infrastructure.

Equipment Room (MDF) and Telecommunications Rooms (IDFs) termination detail sheets.

Cross-connect schedules including entrance point, main cross-connects, intermediate cross-connects, and horizontal cross-connects.

MDF and IDF zone area coverage drawings include building site area map highlighting sheet coverage.

Site drawing with any underground cabling showing actual route, depth and end points. Include GPS coordinates and dimensions.

Labeling and administration documentation. (Location Spreadsheets).

Warranty documents (Warranty registration form will not be accepted as the required Warranty Certificate).

Copper certification test result printouts and electronic files on CD.

Optical fiber test result printout and electronic files on CD.

Grounding test result printout and electronic files on CD.

Original WAP Site Survey documentation.

Final as built WAP design with campus coverage mapping.

Digital Pictures of each MDF and IDF after completion of the project. Pictures shall be labeled with campus, location and date. Label shall be a part of the picture within the image. The filename of these files shall use the following format:

Example of file naming standard:

Site	Location	Description	Date
245	MDF Rack1	Patch Panel A	123009

Example of filename:

245-MDF-Rack1-PatchPanelA-123009.gif

Directory of all technology contractor companies that participated on the project with project managers' names, email addresses and phone numbers.

Equipment Deliverables Lists verified and signed by District staff member.

Include in the technology submittal package for information only all related and supporting electrical power drawings from the campus design set.

Submit hardcopy project records and drawings bound in a three ring binder with a cover and spine label indicating the name of the school and year. Install printed dividers into this binder. This binder

shall be submitted at conclusion of the project. The as-built information in the submittal package shall include:

Submitted electronic files shall be provided on CD. Three (3) copies of all CDs shall be provided with the submittal. All submitted CDs shall be labeled on the back surface of the CD with the following:

Site Identification (TEA #)

Bid Package #

Campus Name

Title of CD

Firm Name and Contact Information

Version

Disk number x of y

Date

QUALITY ASSURANCE

Technology cable system contractors must be approved by DISD ITS Department at time of negotiations. Acceptance will be based exclusively on the following criteria. Documented proof of compliance and qualification is required from the contractor prior to negotiation approval.

All contractors must be Ortronics CIP (Certified Installer Plus) or CIP/ESP (Enterprise Solutions Partners) in good standing.

The contractor shall have been in business for a minimum of five (5) years and have completed at least five (5) systems of this type and size or they must be a DISD approved contractor.

Upon request, applying contractor is to furnish a list of references with specific information regarding type of project and involvement in providing of equipment and systems. A list of current, trained personnel (trained within the last 5 years) also may be requested.

The contractor shall employ a BICSI certified RCDD for a project manager and quality control inspectors that are BICSI (ITS Technician or ITS Installer 2, Copper and Fiber) or Legrand|Ortronics certified technicians.

The following manufacturer's cabling systems are approved for installation under this specification.

Ortronics NetClear System (Required to maintain compatibility with current installations and to maintain warranty)

Equipment and materials of the type for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory.

Where equipment and materials have industry certification, labels, or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.

Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.

Subcontractors shall assume all rights and obligations toward the Main Contractor that the Main Contractor assumes toward the owner and engineer/designer.

WARRANTY

A Berk-Tek/Ortronics NetClear GT2 and NetClear MM10 25 year system warranty will apply to all premises wiring projects within DISD. The warranty registration documents must be submitted within 10 working days of project acceptance. All warranty certificates will be submitted directly from manufacturer to the District. Warranty registration form will not be accepted as the required warranty certificate. Final payment will not be made until system warranty is approved by manufacturer.

Transfer any other manufacturer's warranties to the owner in addition to the General System Guarantee and the above mentioned system warranty. Submit these warranties on each item in list form with shop drawings. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period.

Effect replacement or substitutions of warranted equipment shall occur within 24 hours of first notification. Complete warranty repairs to equipment shall be performed within 72 hours. If repairs cannot be completed during this time period, or if ordering of parts is required, forward to the owner every 72 hours, documentation of progress of repairs. This repair capability is mandatory. Include costs anticipated to comply with this requirement in the bid.

DELIVERY, STORAGE, AND HANDLING

Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the School's Principal for secure storage of equipment and materials onsite. Do not store equipment where conditions fall outside manufacturer's recommendations for environment. Do not install damaged equipment. Remove from site and replace damaged equipment with new equipment.

COORDINATION

Coordination with all other trades is required. Contractor will submit a schedule for the installation within 10 days of contract award. Indicate delivery, installation, and testing for conformance to specific job completion dates. As a minimum, dates are to be provided for installation start date, completion of station cabling, completion of riser cabling, completion of testing and labeling, cutover, completion of the final punch list, start of demolition, demolition completion, final inspection, and acceptance. For middle school and high school

projects, this schedule shall be broken down in to building, areas and wings of each building. Provide schedule documentation in hardcopy and electronic format – MS Project Gantt Chart.

Contractor must attend all General Contractor project related meetings and adhere to schedule set by the DISD Project Manager. Electronic “written” weekly progress reports are required to be sent to the DISD Project Manager before the end of day, each Friday (MS Word or PDF format).

Timing of the cable system completion and documentation is critical to the final commissioning of the network systems and campus occupancy. Therefore, acceptance of the final inspection of these systems and the submittal of final documentation shall be a requirement of Substantial Completion. Notification for final inspections will be require at least 72 hours before a proposed appointment for Final Inspection. Final project documentation and warranty information shall be sent to the DISD Project Manager and a copy to the DISD ITS Department within five working days after the final inspection. This shall include, but may not be limited to the following:

As-Built Drawings with legible outlet address and cable paths in an AutoCAD format.

Outlet location spreadsheets (MS Excel Spreadsheet).

Warranty Paperwork (Original documents and/or documents scanned into PDFs).

Copy of all test results (MS Excel Spreadsheet).

Copy of the Final Inspection and Acceptance Signoff Sheet (Original documents and/or documents scanned into PDFs).

Photos of each MDF and IDF.

USE OF THE SITE

Use of the site at existing schools shall be at the School Principal’s direction in matters in which the owner deems it necessary to place restrictions. For new schools the General Contractor and the School District’s project manager will provide direction for site utilization and materials/supplies/tool storage.

Access to the building wherein the work is performed shall be as directed by the School’s Principal, or the General Contractor and School Districts project manager.

The Students and School Staff may occupy the premises during the entire period of construction and may be conducting normal school operations. Cooperate with the School’s Principal to minimize conflict and to facilitate the School’s operations.

Schedule necessary shutdowns of plant services with the Principal and Master Contractor. Submit for approval any shutdown and obtain written permission at least three days before commencement of the shutdown.

Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the owner. Setup cones and barriers in hallways and walkways during the day. When the bells ring, all

installation personnel shall come down from their ladders and wait for the hallways to clear before resuming installation procedures. Cable shall not be strung down the hallways during normal school hours.

Request a hazardous materials worksheet that locates potential hazardous locations. Normally, this information is available at the main office of every school. Do not proceed with any work where hazardous materials are known to be located. Coordinate with the Master Contractor's Project Manager for instructions of how and when to work within these areas.

All Master Contractors', Installation Contractors' and any Subcontractors' personnel shall wear Photo ID badges at all times when on School Premises. This Photo ID Badge shall conform to DISD 08 Bond Program or later criteria.

The district requires majority of the work to be done outside of school hours. This after-hour's use of the facilities shall be coordinated with the school's Principal or General Contractor and School District's project manager. Any work during School Holidays will have to be coordinated in advance to allow access to the site. For after-hours installations coordinate with the district custodial service

Job site personnel shall sign in and out on a daily basis. The jobsite foreman shall let the school administration know where they will be working each day. Installation contractors shall keep their installation personnel in areas where permission to work has been granted. No loitering in unauthorized areas will be permitted.

Any use of noise making equipment such as electric hammers, powder actuated anchor guns, or core drills shall be coordinated after normal school hours or on days when students and school administration personnel will not be disturbed.

Each installation contractor shall remove from the site all trash and debris on a continual basis, multiple times per day. All ceiling tiles that are removed shall be replaced on daily basis. Any furniture moved or equipment disconnected shall be placed back to its original location and in working order before leaving the room each day. Workers are not to stand on any furniture to gain access to above-ceiling spaces. The Installation Contractor's Job Foreman shall inspect all work locations before leaving each day to assure that the rooms are clean, furniture and equipment is in place, and that all ceiling tiles are in place. It is recommended that the site be inspected and pictures taken of any existing ceiling or wall conditions – particularly those conditions that may be perceived as being damaged prior to beginning work in any given area. After the project is finished the job Foreman shall get a sign off from the Principal or Principal's authorized representative as to the condition of the site and the completeness of the project.

CONTINUITY OF SERVICES

Take no action that will interfere with, or interrupt, existing building services unless previous arrangements have been made with the owner's representative. Arrange all work to minimize shutdown time.

Owner's personnel shall perform shutdown of operating systems. The contractor shall give three (3) days' advance notice for systems shutdown.

Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service at no cost to the district. The Job Foreman

shall immediately notify the District's Project Manager of any accidental disruption of school services and inform him of the remedy and how long it will take to restore services.

PRODUCTS

Products included in this section are meant to establish a level of quality, performance and consistency within the District. To establish this consistent level of quality and performance, the district has selected certain products by manufacturer and part number. To change would defeat the effort of consistency and would cost the District. The District stocks a level of replacement parts and to change would increase the cost of stocking additional parts. Where specific parts are mentioned contractor is to supply that part. If the words "or equal" are mentioned then contractor is to submit a product specification that substantiates that the product is of equal performance. If the words "or approved equal" are stated, contractor is not to substitute without prior approval. If there are no manufacturers or part numbers mentioned, then that part is generic in nature and a contractor-submitted product must be approved as part of the product-selection process.

MANUFACTURERS

Provide products of manufacturers named in this document. No exceptions may be made without written approval from the District ITS Department. Any requested substitutions should be documented at time of project bid/proposal. Request made after that time are subject to negotiation of cost to the District.

Substitution products that are procured and/or installed without prior written approval from the District ITS Department may be rejected out-of-hand. Removal and disposal of rejected items will be at the expense of the contractor.

Where no manufacturer is specified, provide products of manufacturers in compliance with specified requirements.

FABRICATION

Fabricate custom-made equipment with careful consideration given to aesthetic, technical, and functional aspects of equipment and its installation.

SUITABILITY

Provide products that are suitable for the intended use, including, but not limited to considerations regarding environmental, regulatory, and electrical suitability.

INDOOR VOICE/DATA BACKBONE CABLE

Voice: Solid copper, 24 AWG, 100 Ω balanced twisted-pair (UTP), Category 3 backbone cable, in sizes as indicated on the drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA-568-C.2. Note: Listed Type CMP, and/or MPP (as *required in latest NEC code*) for inside cable.

Approved Manufacturer:	Berk-Tek Product Line
Part Number:	10032111 25-pair Plenum-rated

Data: Multimode 50/125 µm diameter premise distribution loose tube plenum-rated armored OM3 optical fiber, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA-568-C.3 Standards. All fiber optic cables installed within buildings are to be plenum rated cables with plenum armored jacket.

For installations exceeding 300 meters, other cable options such as using OM4 Multimode or OS1 Singlemode cable may be considered. Consult with DISD IT Staff before ordering, procuring or installing cables.

Approved Manufacturer: Berk-Tek ArmorTek Series GIGAlite-10
Part Numbers: PDPK006-EB3010/25 6-strand OM3
PDPKO24-EB3010/25 24-strand OM3

DATA STATION CABLE

Solid copper, 24 AWG, 100 Ω balanced twisted-pair (UTP) Category 5e/6 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA-568-C.2 up to 100 MHz for Category 5e and up to 250MHz for Category 6 cable. Yellow colored cable shall be used to signify Category 6 cable. Blue colored cable will continue to be used to signify Category 5e cable. Note: Listed Type CMP, and/or MPP (as *required in latest NEC code*) for inside cable.

Approved Manufacturer: Berk-Tek
Part Numbers: Blue LM350 Category 5e Plenum
Yellow LM1000 Category 6 Plenum

OUTDOOR V/D BACKBONE FIBER OPTIC CABLE

Data: Multimode 50/125 µm diameter indoor/outdoor loose tube plenum-rated OM3 optical fiber, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA-568-C.3 Standards. All fiber optic cables installed within buildings are to be plenum rated cables with plenum armored jacket. Use armored indoor/outdoor plenum-rated cabling for installation within an underground duct.

For installations exceeding 300 meters, other cable options such as using OM4 Multimode or OS1 Singlemode cable may be considered. Consult with DISD IT Staff before ordering, procuring or installing cables.

Approved Manufacturer: Berk-Tek ArmorTek Series GIGAlite-10, GIGAlite-10XB
Part Numbers: LTPK006-EB3010/25 6-strand OM3
LTPKOXO24-EB3010/25 24-strand OM3

Multimode 50/125 µm diameter outdoor OM3 optical fiber, with number of usable fibers as shown on drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA-568-C.3 and ANSI/TIA-758(A) Standards.

In some cases, non-armored fiber optic cabling may be used. Check with DISD IT Staff for specific information.

For installations exceeding 300 meters, other cable options such as using OM4 Multimode or OS1 Singlemode cable may be considered. Consult with DISD IT Staff before ordering, procuring or installing cables.

Approved Manufacturer: Berk-Tek Adventum Series Gigalite-10, GIGAlite-10XB
Part Numbers: LTP006-EB3010/25 6-strand OM3

TEACHING WALL MULTI MEDIA WORKSTATION

A typical teaching wall multimedia outlet locations will consist of a multimedia outlet box, located beneath the lower corner of the teaching wall opposite entry to classroom. When a ceiling mounted projector is used (non-classroom areas only), there is no need for a box on the ceiling and conduits are not desired between the projector location and the required multimedia outlet box. Each cable type used in multimedia installations shall be plenum-rated.

Multimedia outlet – Single HDMI 1.3 Modular Connector

- Approved Manufacturer: Ortronics Product Line
 Part Numbers: (1) HDMI 1.3 Modular Connector OR-60900372
 (1) Double Gang Series II Face Plate OR-40300159
 (1) Clarity Category 6 Module OR-S21600
 (4) Blank Module OR-40300164

Cable bundle (non-GC scope) at ceiling location near ceiling mounted projector (non-classroom areas only)
 – one (1) Duplex-Electrical Outlet and one (1) HDMI 1.3 Modular Connector

- Approved Manufacturer: Legrand|Ortronics Product Line
 Part Numbers: OR-EP-048-01 Media Outlet Kit

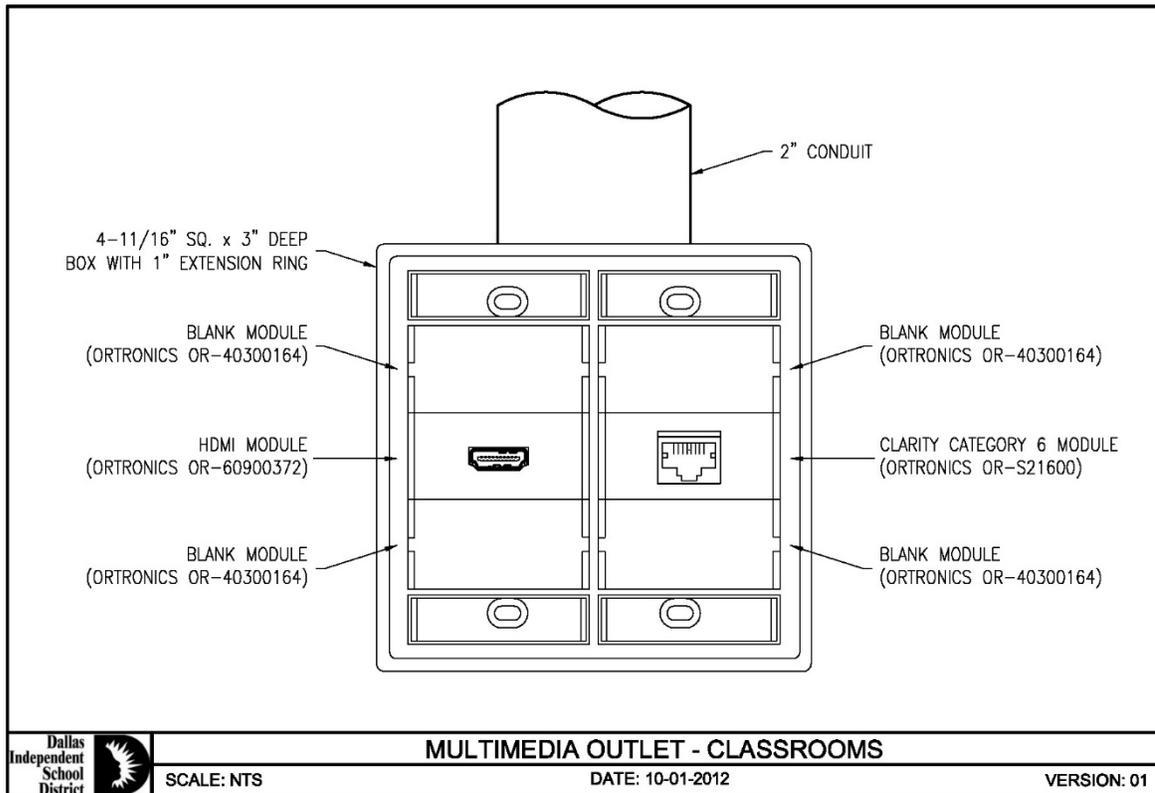


Figure 2.1 Classroom Multimedia Outlet (HDMI)

VOICE/DATA OUTLETS

Single-gang mounting plate containing the following devices:

Dataports – two (2) or four (4) dataport outlets 8-pin modular, Category 5e/6, un-keyed jacks, pinned to the T568B standards. Install blank inserts for any unused opening. Run discrete Category 5e/6 cables from the outlets to the nearest IDF.

Approved Manufacturer: Ortronics Series II Product Line
Part Numbers: (1) OR-40300158 Series II Faceplate
(1) OR-S22600 Series II, 2 Cat6 modules
(2) OR-40300164 Series II, Blanking Module

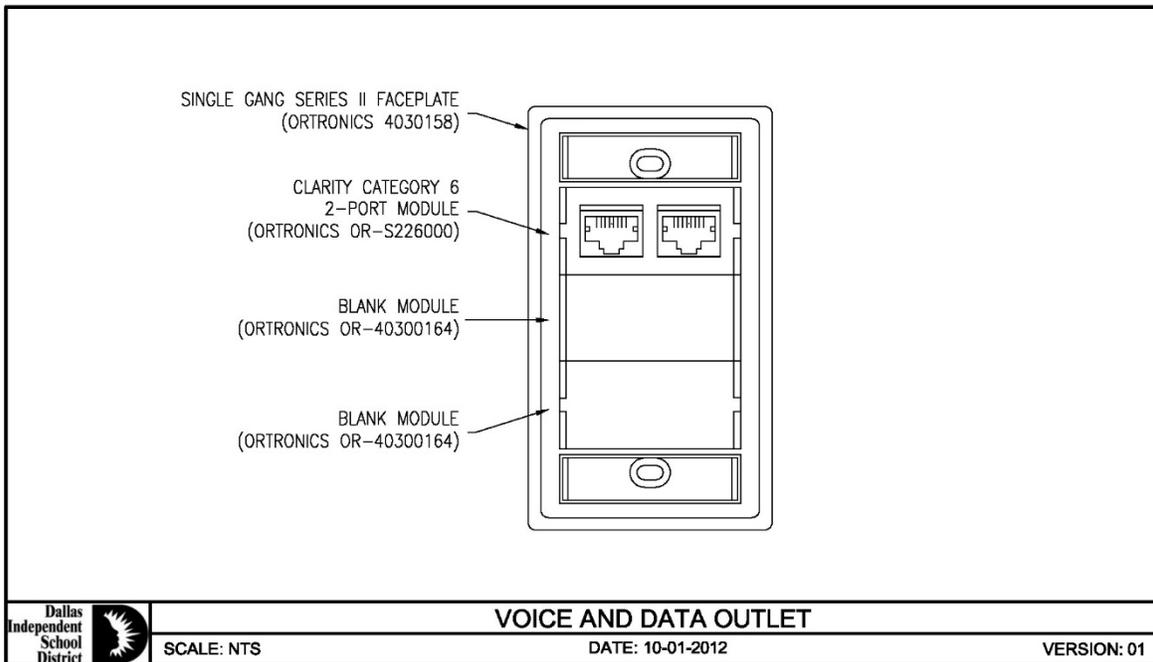


Figure 2.2 Voice and Data Outlet

TERMINATION BLOCKS

Provide termination punch blocks for termination of voice station cables and for backbone termination only. Supply 110 style punch block frames (100 Pair, 300 Pair, or 900 pair).

Approved Manufacturer: Ortronics 110 Cross Connect System
Part Numbers: OR-30203519 300Pr block kit with C4 clips
OR-30200095 300Pr block kit with C5 clips
OR-30200026 900Pr block kit with C4 clips

OR-30200024 900Pr block kit with C5 clips
OR-806003194 300Pr Single channel vertical mgt. for 300Pr
OR-806003196 900Pr Single channel vertical mgt. for 900Pr

Provide horizontal and vertical wiring troughs between MDF frame sections. Approved Manufacturer: Ortronics 110 Cross Connect System.

VOICE AND DATA PATCH PANELS

Use 19" rack mountable, Angled-face 24-or 48port patch panels with 8-pin modular inserts with insulation displacement connectors (IDC) meeting Category 5e/6 performance standards, and pinned to the TIA568B pin arrangement standard. Use only 48-port panels in new racks. Only use 24-port panels to balance with 48 port switches in existing MDF/IDFs.

Approved Manufacturer: Ortronics Product Line
Part Number: OR-PHA66U48
OR-PHA66U24

WALL MOUNTED OPTICAL FIBER PATCH PANELS

Use wall-mounted optical fiber termination panels with 24-strand capacity, hinged door, cable strain relief, slack storage, and LC duplex adapter panels with and provisions for two splice trays. Include adequate amount of duplex LC adapter panels for termination of all installed fiber strands plus 10% for growth.

Approved Manufacturer: Ortronics Product Line
Part Number: OR-615SMFC-24P/S Fiber box
OR-OFP-LCD12MB- 6 port MM Adapter Panel
OR-OFP-LCD12AC - 6 port SM Adapter Panel
OR-62600003 Fusion splice tray, 12 fibers

RACK MOUNTED OPTICAL FIBER TERMINATION PANEL

At the MDF use one (1) or more 72-port rack-mounted optical fiber termination panels with cable strain relief, grounding lugs, slack storage and the appropriate number of LC duplex connector panels. Multiple distribution boxes may be needed, depending on the number of fiber backbones needed to serve the site. Populate with the appropriate number of adapter panels for Duplex LC, multimode or single. Use only duplex LC adapter panels in new installations. (Installations in existing facilities may require SC adapter panels.)

Approved Manufacturer: Ortronics Product Line
Part Number: OR-FC04U-P

At the IDF use a 19"rack mountable cabinet with the appropriate number of fiber termination panels, cable strain relief, grounding lugs, slack storage and duplex LC adapter panels. Populate with the appropriate adapter panels for Duplex LC multimode or single-mode backbone cabling. Use only duplex LC adapter panels for new backbones.

Acceptable Manufacturer: Ortronics Product Line
Part Number: OR-FC01U-P
OR-FC02U-P

Install the appropriate number and type of adapter panels at each patch panel. Use only duplex LC adapter panels.

Approved Manufacturer: Ortronics Product Line

Part Number: OR-OFP-LCD12MB
OR-OFP-LCD12AC

Legacy Part Numbers: Type "SC" Products (for use matching already-installed FOC)

OR-OFP-SCD06MB
OR-OFP-SCD06AC
OR-OFP-SCD08MB
OR-OFP-SCD08AC
OR-OFP-SCD12MB
OR-OFP-SCD12AC

FIBER OPTIC TERMINATION CASE

If needed, use termination case sized for single-mode and multimode fibers, nonmetallic with clear plastic cover, 12-fiber capacity and compatible with termination case and termination methods. Install in the appropriate termination case. Use only above ground and within a weather-tight enclosure.

Approved Manufacturer: Coyote Preformed Line Products
Coyote Series Wall- or Structure-Mount LCC, PUP, RUNT or Single Terminal Closure with shelves as required (depending on strand counts, branches and conditions).

OPTICAL FIBER CONNECTORS

Use field installable LC connectors, which meet or exceed the performance specifications in ANSI/TIA-568-C.3.

Approved Manufacturer: Ortronics Product Line
Part Number: OR-205KAN9GB-SM – Single-mode LC – 25-pack
OR-205KAN9GB-MM – Multimode LC – 25-pack

OPTICAL FIBER JUMPERS

In some scenarios, Optical Fiber Jumpers are to be provided and installed by Equipment Racking (Rack & Stack) Contractor and not the cabling contractor. In most situations (especially in new construction), the Cabling Contractor, working under the GC will be responsible for procuring and installing Optical Fiber Jumpers. Contractor is also responsible for testing and certifying end-to-end channel integrity – including FOC patch cords connected at patch panels in the various IT rooms.

Duplex 50/125- μ m OM3/4 (*and/or single-mode*) optical fiber jumper cable, 1 - 3 m long with 3.0 mm Duplex LC optical fiber connectors on each end. Type A-A and A-B, as required.

Approved Manufacturer: Ortronics Product Line
Part Numbers: OR-P1RF6LPAZAZ~~xxx~~M LC/LC A-A Multimode x=length
OR-P1DF6LPAZA00~~xxx~~M LC/LC A-B Multimode x=length
OR-P1RC6IPUZUZ00~~xxx~~M LC/LC A-A Single-mode x=length
OR-P1DC6IPUZUZ00~~xxx~~M LC/LC A-B Single-mode x=length

Duplex 50/125-µm OM3/4 (*and/or single-mode*) optical fiber jumper cable, 1 - 3 m long with SC optical fiber connectors on one end and GBIC-compatible connector on the other end. (For GBIC with LC connectors).

NOTE: These jumper types may be required for installation with already-existing cable plants.

Approved Manufacturer: Ortronics Product Line
Part Numbers: OR-61150D50~~xxx~~M79C LC to SC Multimode x=length
OR-626DC3IL-RS~~xxx~~M SC to LC Single-mode x=length

OPEN FRAME EQUIPMENT RACK

Use open frame, 19"equipment rack, 7' overall height with flange base, mounting rails drilled front and back and tapped to EIA-310-D Standards. Provide horizontal and dual channel front and back vertical wire management.

Approved Manufacturer: Hoffman EDR19FM45UCM2 or equal by:
CPI
Damac
Middle Atlantic
Legrand|Ortronics:
Part Numbers: OR-19-84-T2SDB Black
OR-19-84-T2SD Aluminum

Color: Black for new construction or match existing.

In some cases, where heavy networking or battery backup equipment is to be supported, Contractor may use open frame equipment racks with extra wide rails to provide additional support and stability. These are to be 19" wide, 7' overall height with flange base and mounting rails drilled front and back and tapped to EIA-310-D Standards.

These units are to be placed only as required with locations and use to be reviewed and approved by DISD IT Staff.

Approved Manufacturer: Legrand|Ortronics
Part Numbers: OR-MM6706 – 7' H, 45U, 6" Rail Depth
OR-MM6710 – 7' H, 45U, 10.5" Rail Depth

In newly constructed Data Centers or WAN Hub/Network Switching Facilities, where significant numbers of Networking, Routing and Switching Chassis are used that have side-discharge cooling fans and where temperature control may be an issue; consideration should be given to using an open racking, air-vectoring system with appropriate vertical cable-management designed for this purpose.

System should be deployed only as needed and in consultation with Dallas ISD IT Staff.

Approved Manufacturer: Legrand|Ortronics
Part Numbers: OR-MM10716 – 7' H, 45U, 16.25" honeycomb rail depth
OR-MM10AB716xx – Airflow Baffles, 7'H, xx = vertical mgr. cage width
OR-MM10VMD712 – 7'Hx12.13"Wx13"D Front vertical mgr. cage w/cover
OR-MM10VMD716 – 7'Hx16.36"Wx13"D Front vertical mgr. cage w/cover

FREE STANDING EQUIPMENT CABINETS

Equipment Cabinet – 19" 4 post Equipment Cabinet shall have the following minimum requirements:

Approved Manufacturer: Hoffman
CPI
Damac
Middle Atlantic
Legrand|Ortronics

Description: 4 Post 77" (42 rack spaces) of panel space
Welded frame construction
Locking front and rear doors
Adjustable front and back equipment mounting rails
Rails drilled and tapped to EIA-310-D Standards
10 position electrical outlet strip
Removable side panels
Top mounted, thermostatically controlled exhaust fan
Steel vented Rear split doors
Integral vertical and horizontal wire management
Color: Black for new construction or match existing

In some facilities – especially those involving remodeled spaces – where the IT room location is not as secure as desired (i.e. housed in a storage room or janitor's closet), network equipment should be housed in secure cabinets that also provide room for internal cable management. In these cases, a Network Equipment Cabinet that provides adequate width for cable intensive applications should be provided. These allow large cable bundles to be managed at the sides and do not impede airflow. The cabinet shall include the following minimum requirements:

Approved Manufacturer: Legrand|Ortronics
Part Number: GXC453136-00005

Description: 31.5"W X 45U X 36"D Frame
Adjustable mounting rails - 45U, Tapped #12-24 hole pattern – with RU Labels Black
Full Mesh locking, 16AWG, Front of Rack door
Split, Solid, 14 AWG Rear of Rack Doors
Left and Right Locking Side Panels, 2-Piece

Top Panel, Vented (2 Fan Cut-out), w/ 2 cable ports

Vertical Manager Fingers for Front Vertical Rails

Fan, 6" DIA., 12-Volt, 235 CFM, 24" Cord, NEMA 1-15P Plug, Black

WALL MOUNTED CABINETS

Provide wall mounted cabinets in every portable building or otherwise specified locations approved by District ITS Department. When wall mounted cabinets are installed in an area where students may be present, they shall be installed high enough to be out of reach of students, and of the totally enclosed and lockable type. Cabinets are to be sized for the application.

Wall Mount Cabinet shall have Smoked Plexiglas Front Door with 18awg steel frame with 24" cabinet depth. Two (2) adjustable mounting rails with #12-24 tapped holes adjust every 1.0" front to rear. Front rail factory mounted 3.5" from frame face.

Approved Manufacturers:	Ortronics	
Part Number:	OR-DCW122424P-B	12RU
	OR-DCW192424P-B	19RU
	OR-DCW262424P-B	26RU

POWER STRIPS

Provide Power Strips in every full size cabinet. Power Strips should have two (2) convenience outlets on the front and eight (8) on the back. There shall be an integral circuit interrupter, surge suppression, and a shielded on/off switch. The switch shall be manufactured with a guard so as to prevent accidental powering off. Provide a 15' connecting cord.

Approved Manufacturer	Hoffman
Part Number:	DPIN1910155

WIRE MANAGEMENT

When not included with the rack, provide Horizontal and Vertical wire management in every open rack and cabinet for management of patch cables and horizontal cabling. Horizontal units shall be provided in a quantity of two (2) per cabinet.

Approved Manufacturer:	Hoffman
	Legrand Ortronics
Part Numbers:	Hoffman:
	DCHS2 Horizontal
	DV6D7 Vertical
	Legrand Ortronics:
	OR-MM6HM62RU Horizontal manager
	OR-DVMS706 Dual Vertical manager for 2 post EIA rack

When using angle-faced patching panels for the Cat6 horizontal UTP cable system, horizontal cable managers are required only for support of FOC patching cables in the fiber field portion of the rack. Horizontal support of UTP patching cables is not required in that these are relatively stiff and can be run from their respective modular outlets on patch panels directly to the vertical wire managers along the sides of the rack where slack loops are draped/stored and the other ends of the cables are run directly to switch ports located in the same rack.

Under this scenario, extra wide, full-depth vertical cable managers with combing fingers on both sides should be used to route, comb and store patch cables. Vertical managers between racks should be wider than those mounted on the ends of the rack rows so as to manage patching cables from both sides.

Approved Manufacturer: Legrand|Ortronics
Part Numbers: OR-MM6VMD706 – Full-Depth 6.5” Wide x 8” Deep
OR-MM6VMD710 – Full Depth 10.5” Wide x 13” Deep
OR-MM10VMD712 – Full Depth 12.13” Wide x 13” Deep
OR-MM10VMD716 – Full Depth 16.13” Wide x 13” Deep

INFRASTRUCTURE SUPPORT SYSTEM

All Cable shall be properly supported. The infrastructure support system shall be comprised of three (3) types of support.

Cable Runway Systems (Ladder Racking) to be used within the MDF and IDF.

Approved Manufacturer: Hoffman or equal by:
CPI
DMAC
Hoffman
Wiremold
Legrand|Ortronics

Supply the appropriate accessories, support brackets, and connecting kits for the specific application. Use appropriate bonding parts or couplers that are listed for the purpose.

Cable Basket Tray Systems to be used for the main cable paths in the hallways. *Only to be used in new spaces.*

Approved Manufacturer: Cablofil
Part Number: CF54/300
CF54/150

Design the cable tray system to the specific school/location and size so as not to exceed a 50% fill ratio. Use all manufacturer-recommended parts for assembly and for electrical bonding. Use center hung hanger brackets, trapeze hangers, and/or wall mounted brackets. Support every 5' along the length of the tray. Use appropriate firestopping transitions through fire rated walls.

Cable hangers are to be spaced no more than 60” apart. These are to be used on new schools when the cables leave the cable tray and on existing schools where cable tray does not exist. Use only hangers sized

and approved for data cable installation. They must have rounded edges and do not exceed the recommend fill. Bridle Rings are not acceptable. Use J-hanger or Bridle Strap assemblies. Cables installed between hangers are to have no more than a 9" drape at the midpoint.

Acceptable Manufacturer: Hilti, Erico Caddy, or B-Line

RACEWAYS/CONDUITS

There are basically six (6) types of raceway that may be installed. Install the raceways in accordance with the National Electrical Code and the ANSI/TIA 569 Standards. Pay particular attention to fill, bend radius, and number of 90 degree elbows between access points and junction boxes.

Use the following where applicable:

Schedule 40/80 PVC (Underground)

IMC steel conduit (Outside above ground)

EMT (Inside)

Dual Channel Metal Raceway (Classrooms):

Acceptable Manufacturer: Wiremold/Legrand|Ortronics

Tele-Power Poles:

Acceptable Manufacturer: Wiremold/Legrand|Ortronics

Part Number: 30TP-412V352

In Computer labs, when required, use Wiremold pre-wired, two channel model and all appropriate fittings.

FIRESTOPPING

Approved firestopping systems are to be installed in all locations where cabling system penetrate rated walls. These firestopping systems should be permanently installed, but should be able to be easily reentered in the event new or additional cables need to be added at a future date. All systems should be approved in advance by the Project Engineer.

Acceptable manufacturers for firestopping are provided below.

Hilti CP 653 2"/4" Speed Sleeve, CP 658T 2"/4" Firestop Plug, 675T Firestop Board, CP 620 Fire Foam, CP 618 Firestop Putty Stick

Wiremold Flamestopper Thru-Wall/Floor Fitting Systems for New & Retrofit Applications

STI EZ-Path System

SURFACE RACEWAYS

Wall surface-applied enclosed metal raceways (i.e. Wiremold/Legrand/Ortronics) are to be considered for electrical and low-voltage cabling but its application will be limited due to cost. ***These systems should only be provided within existing building installations, where wall penetration is not possible.*** Electrical/cable raceways cast into the concrete floor system and raised flooring systems will not be used due to the cost. All raceways shall be installed so as to be as discrete as possible with little or no disturbance to classroom functionality or aesthetics.

Classrooms

Wiremold/Legrand/Ortronics V2400D raceway shall be installed in classrooms where access to wall cavity is not possible to each outlet location. The V2400D dual channel raceway will accommodate the installation of quad isolated ground electrical outlets utilizing the V2444D-2A “over the raceway” 2-gang device box, and a V2444D “over the raceway” 2 gang device box for the installation of two (2) Category 5e/6 outlets with an Ortronics Series II Faceplate and Category 5e/6 inserts. Installer is responsible for all fittings to install required number of outlets in each classroom when installing this raceway.

Approved Manufacturer:	Wiremold/Legrand/Ortronics
Part Number:	V2400BD-FW Base
	V2400C-FW Cover
	V2444D-FW Device Box

Computer Labs

When required, computer lab raceway shall be Wiremold Series AL4300 pre-wired metal dual channel raceway with the LPB3S2 bezels supporting the proper attachment of jacks. Raceway shall accommodate twenty (20) technology work area outlets and ten (10) quad isolated ground electrical outlets. Raceway system is to be installed so that an outlet can be accessed from any wall in the computer lab. Installer is responsible for all fittings to install required number of outlets in each classroom when installing this raceway.

Approved Manufacturer:	Wiremold/Legrand/Ortronics
Part Number:	AL4320 (raceway)
	LPB3S2 (low profile bezels)

LISTED BUILDING ENTRANCE PROTECTORS

Protect all copper cables run between buildings with approved over-current protection. Use the protector module with IDC type input and output terminals, 100-pair capacity and female mounting base, equipped with 230 volt gas protector modules. Provide sufficient protector modules to completely populate all building entrance terminals.

(Note: Both ends of cables should be equipped with entrance protection systems)

Approved Manufacturer:	Circa
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SPLICE HOUSING

Encapsulated or re-enterable splice housing, sized as required with bonding straps, accessories, end caps and encapsulate as required.

Splice modules (such as 710 series or MS²) for use within splice housing.

The splice closures for the portable buildings shall be of the cabinet type that will house enough splice bays for the particular installation. Splice tray shall accommodate at least twelve (12) mechanical or fusion splices.

UNINTERRUPTIBLE POWER SYSTEMS

For new schools a single Central UPS system (minimum 10KVA or sized to service MDF and all IDFs) shall be installed in the MDF. All associated IDFs will be supported via electrical tie services from the MDF. Electrical cable sized appropriately shall be installed from the MDF to each associated IDF room and terminated as the main electrical feed for the IDF. (See UPS Sizing Information Section 1.5.A.6)

No UPS systems are desired at Portable Building, due to maintenance issues.

In existing schools, various UPS systems will be installed at new IDF, wall mounted cabinets, and computer labs.

The UPS system(s) have to be sized large enough to handle the load for each application. Due to the weight of the batteries, UPS system(s) provided shall be adequate for the anticipated load in all rooms with a "keepalive" time of 1 hour. UPS and Battery stacks shall be sized to accommodate approximately 75 percent of the full load in amperes. Supply SMART UPS Software.

Approved Manufacturer: American Power Conversion

COPPER PATCH CORDS

In some scenarios, Category 5e/6 patch cords are to be provided and installed by Equipment Racking (Rack & Stack) Contractor and not the cabling contractor. In most situations (especially in new construction), the Cabling Contractor, working under the GC will be responsible for procuring and installing copper patch cords. Contractor is also responsible for testing and certifying end-to-end channel integrity – including UTP patch cords connected at patch panels and workstations.

Patch cords of various lengths will be installed at the MDF, IDFs, wall mounted cabinets, and workstations. Due to warranty issues, the patch cords will be manufactured by the device manufacturer that is carrying the warranty: In this case "Ortronics". Match the patch cords to the Category rating of the cabling being installed. At the workstation end supply 40% of the patching cables as 7' and 60% as 15' cables. At the cross-connect end, supply varied lengths from 3' to 9'. In the small cabinets in the portable buildings and computer labs supply 12" to 24" patch cords. In any case provide cables of an adequate length with no more slack than is necessary to provide a neat and orderly installation.

Approved Manufacturer: Legrand|Ortronics
Part Number: OR-MC5exx – 06 Blue Clarity Cat5e cords xx = length
OR-MC6xx-04 Yellow Clarity Cat6 cords xx= length

PROJECTOR TO MULTIMEDIA OUTLET CABLES

NOTE: Non-GC Scope

For each ceiling-mounted projector location install the following plenum-rated cables:

One (1) Hi-Res Component Video Mini-Coax between the SVGA connectors

Approved Manufacturer: Belden

One (1) Category 6 installed between RCA connectors

Approved Manufacturer: Berk-Tek

One (1) HDMI 1.3 compliant cable between the HDMI modular connectors. A pre-manufactured cable is preferred in this application.

Approved Manufacturer: Belden

WIRELESS ACCESS POINTS

Surface Mounted Device Box for single Category 5e/6 insert installed adjacent to Wireless Access point

Approved Manufacturer: Wiremold

Category 5e/6 Insert and Faceplate to be installed in Surface-mounted box

Approved Manufacturer: Ortronics Product Line

PORTABLE BUILDING CONNECTIVITY

NOTE: Excludes Construction Swing Space

Outdoor Enclosure and Cable

Approved Manufacturer and Part Number:
Coyote
Century ESTC-144S Outdoor Cabinet
Century OST-103F 12-Strand Fusion Splice Tray

Cable:

24-strand Triple Jacket Double Armor OSP MM 50µm Fiber

Indoor Cabinet and Cable within Portable Buildings

Approved Manufacturer and Part Number:

Ortronics OR-401045284 – Series II patch panels for copper multimedia
Ortronics OR-S22600 – Jacks
OR-625MMC-12PD1RB – Fiber cabinet, 6-SC multimode duplex (for 12 fibers)
OR-625MMC-24PD1RB – Fiber cabinet, 12-SC multimode duplex (for 24 fibers)
Ortronics OR-60900343 – SC adapter panel
Ortronics OR-62100040 – 6 strand housing
Ortronics OR-62100048 – 6 strand MM adapter
Ortronics OR-626PF9FR-FZ001M – simplex pigtail MM 50u 1m (2 required)
OR-P1DF2LRFZFZxxxM – SC Duplex, x=length
Century C10100 – Fusion Splice Holder
Superior Essex 1C006AG01 – 6 strand triple jacket double armor OSP MM 50u fiber
Legrand|Ortronics Product Line – LTP006EB3010/25 6 strands OM3

BIOSCREEN CLOCK

Approved Manufacturer and Part Numbers:

Timeware Primetime Bioscreen BS-1040 JLB-Series LCD
Panel/Touchscreen
Timeware Bioscreen Mounting Bracket

Category 6 Data Cable provided with IEEE 803.3af Power Over Ethernet (PoE)

Conduit and single-gang backbox

- A. Flush-mount with conduit/backbox/cabling inside wall, where practical. Surface mount on solid and CMU walls using 2"x6" or 2"x8" stand-off block (See details sheets Figure 2.3A-D).
- B. BIOScreen to be mounted in compliance with ADA requirements.
- C. Contact

Construction Questions:

Network Service ITS Bond Project Manager
972-925-5670

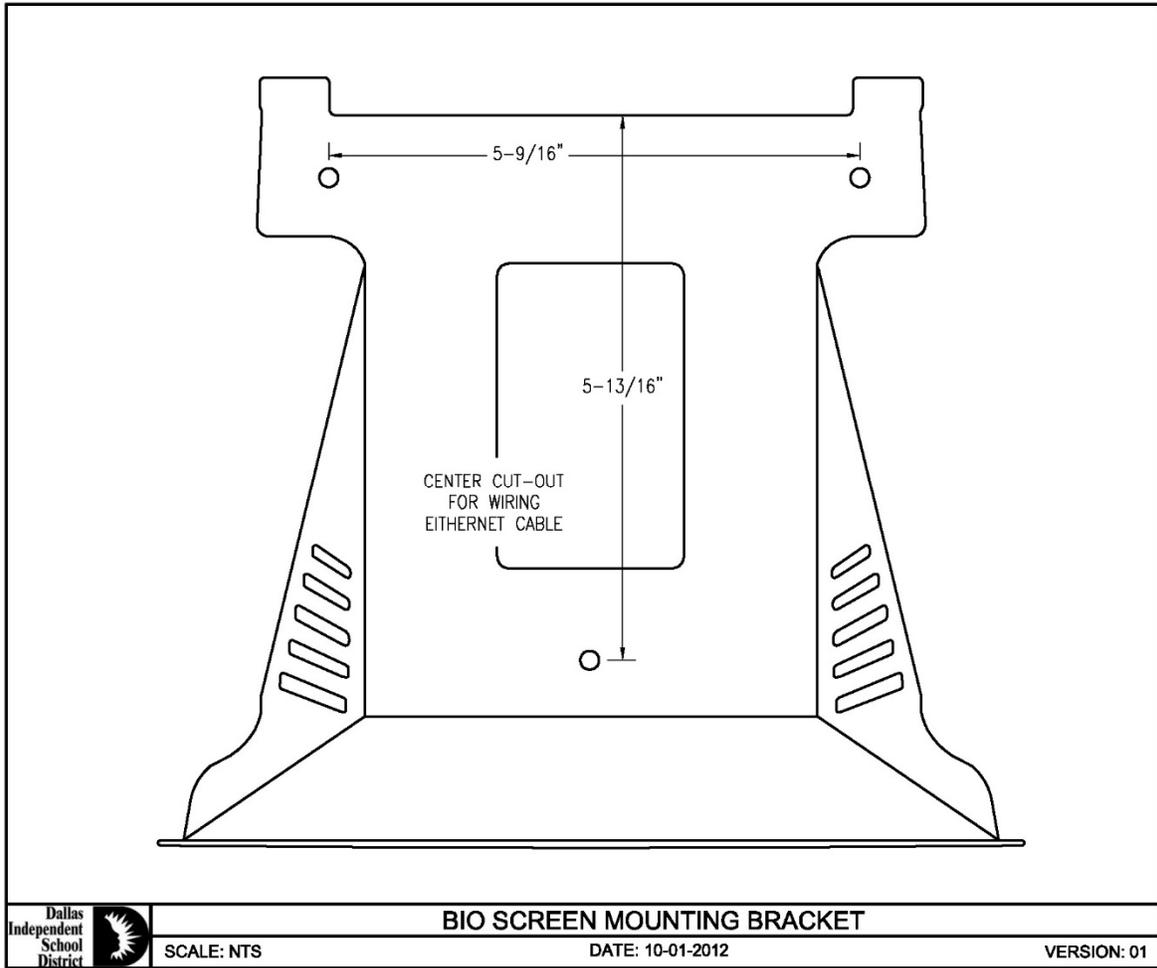


Figure 2.3A Bio Screen Mounting Bracket

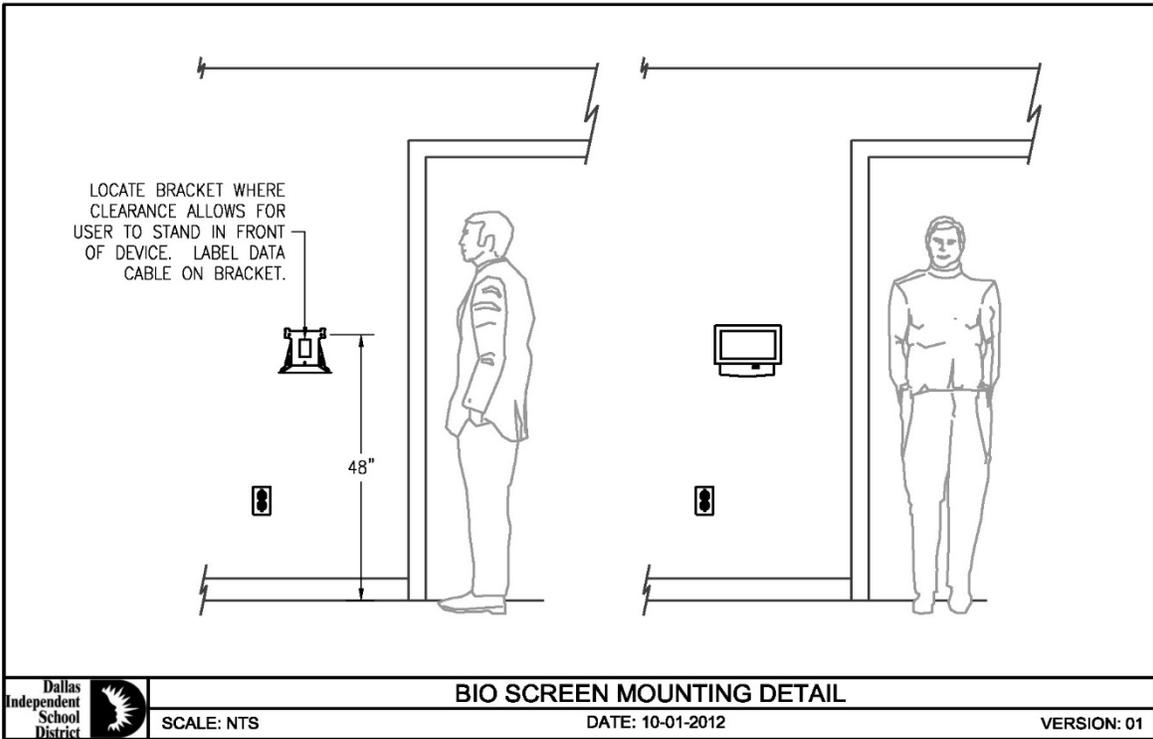


Figure 2.3B Bio Screen Mounting Detail

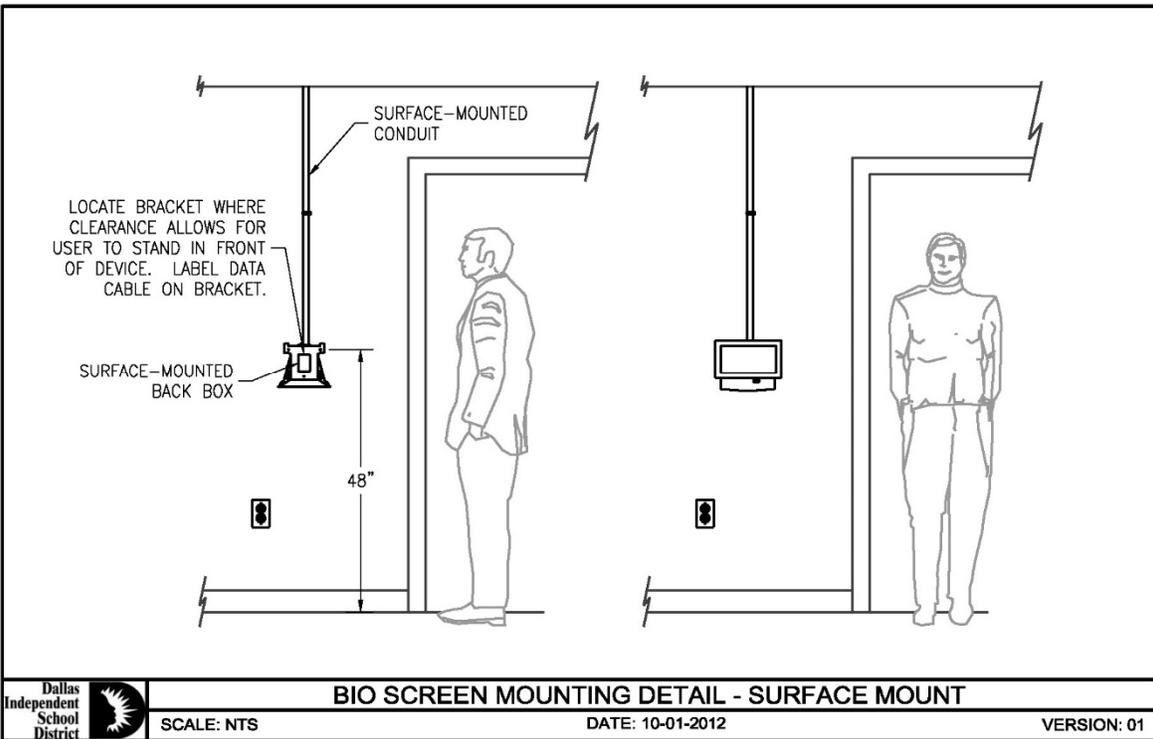


Figure 2.3C Bio Screen Mounting Detail – Surface Mount

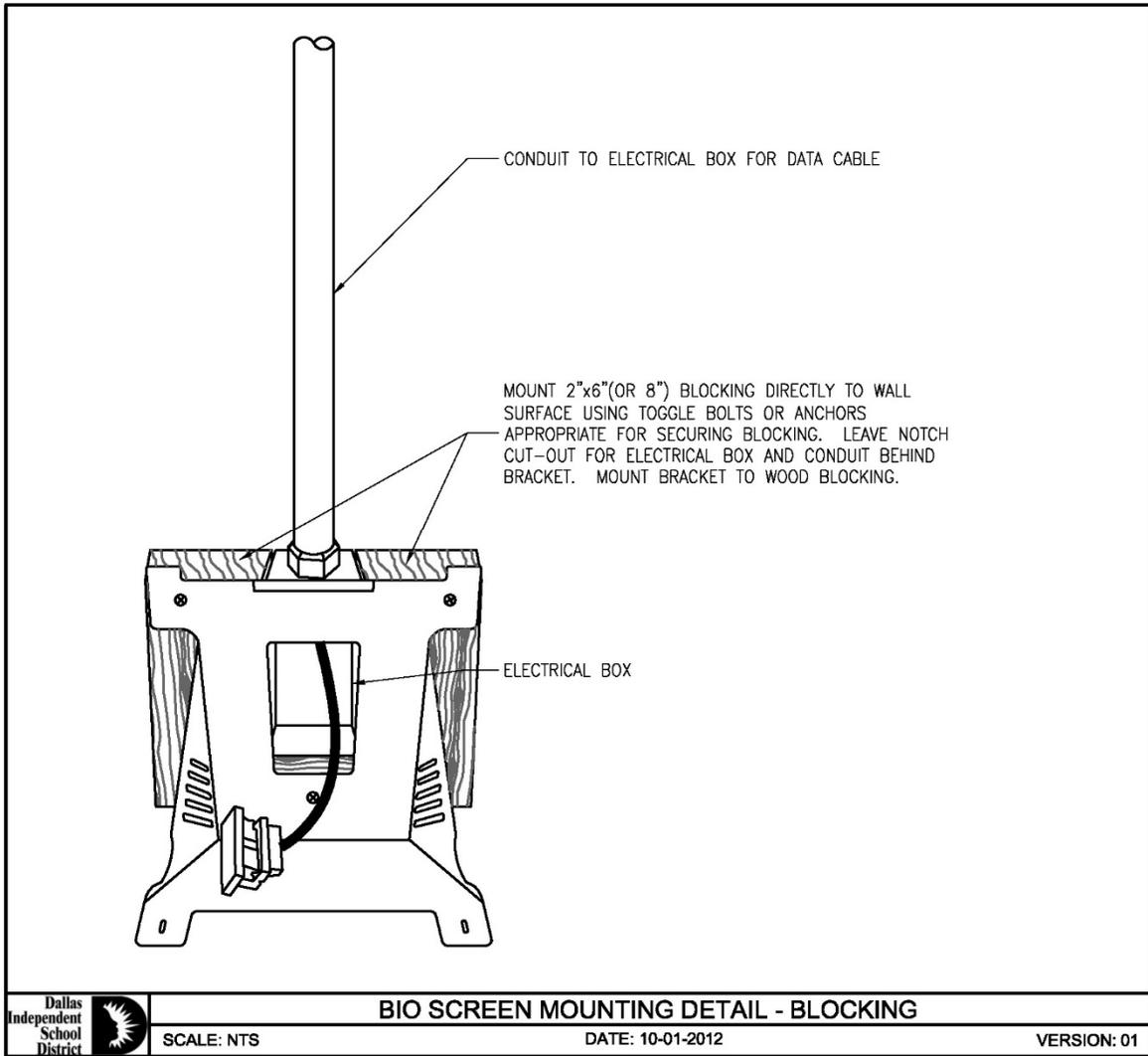


Figure 2.3D Bio Screen Mounting Detail – Blocking

EXECUTION

Installation Contractors are to provide industry best practices and follow all references and guidelines mentioned in this specification package. Any deviation from this section must be approved by DISD ITS Department prior to installation of products. Installation shall not progress without a complete and approved design package either provided by the assigned project Architect or an Independent Cable System design consultant.

1.2 PRE-INSTALLATION SITE SURVEY

A mandatory site survey shall be performed prior to any work being done. A representative of the District and a representative of the Installation Contractor shall meet at the designated school to perform an in-depth Site Survey based on provided design documentation. This Site Survey will be used to:

- Determine exact locations of all work area outlets, backbones, portable buildings, MDF and IDF requirements.

- Determine if any electrical and HVAC changes will be required for a fully operational system.

- Examine areas and conditions under which the system is to be installed.

- Review areas of potential interference and resolve conflicts before proceeding with the work.

- Coordinate with the General Contractor and/or the School's Principal to plan the crucial scheduled completion dates of the cable plant, equipment room and telecommunications rooms.

Contractor is not to proceed with any work until the District or General Contractor issues a purchase order or contract for the project.

HANDLING AND PROTECTION OF EQUIPMENT AND MATERIALS

Contractor is responsible for safekeeping of their own and the School's property, such as equipment and materials to be used on the job site. ***The owner assumes no responsibility for protection of above-named property against fire, theft, and environmental conditions.***

Store Materials onsite only in areas designated by the School's Principal or his designated representative, or the General Contractor.

PROTECTION OF OWNER'S FACILITIES

Effectively protect the owner's facilities, equipment, and materials from dust, dirt, and damage during construction.

Work only in designated areas. Keep installation personnel out of undesignated work areas.

Absolutely No Smoking or Use of Tobacco Products is allowed on School property.

Take breaks only in designated areas. Pick up all trash and dispose of it after each break.

Pick up all trash, replace ceiling tiles and return furniture and office equipment to original locations before leaving a room. All equipment in all areas should be tested and left in working order.

If necessary, furniture and floors shall be cleaned and/or dusted prior to exiting any work area.

Contractor's workers are not to use furniture in lieu of ladders or appropriate scaffolding to reach overhead workspaces. Ladders and scaffolds are to be manned in accordance with District policy and OSHA regulations.

Do not work in areas where hazardous materials are known to exist without proper preparation and permission. Check with the school district for locations of asbestos and other hazardous materials before starting work at any existing school site.

The Installation Contractor's job foreman shall do daily inspections of the areas where work is going on to assure safe working conditions and that every work area is left clean and as it was before start of work.

INSTALLATION

Receive, check, unload, handle, store, and adequately protect equipment and materials to be installed as part of the standard operating procedures. Store tools and materials in areas as directed by the owner's representative. Include delivery, unloading, setting in place, fastening to walls, floors, ceilings, or other structures where required, interconnecting wiring of system components, equipment alignment and adjustment, and other related work whether or not expressly defined herein.

Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and *National Electrical Code*[®] (NEC) and with manufacturer's printed instructions.

Adhere to manufacturer's published specifications for pulling tension, minimum bend radius, and sidewall pressure when installing cables. Where manufacturer does not provide bending radii information, minimum-bending radius shall be 15 times cable diameter. Arrange and mount equipment and materials in a manner acceptable to the engineer and the owner.

Penetrations through floors shall utilize intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves and shall be fire-stopped after installation and testing, utilizing a firestopping assembly approved for that application. Installations through fire-rated walls shall utilize properly sized Electrical Metallic Tubing (EMT) sleeves with bushings installed on both sides and shall be properly fire-stopped after installation and testing, utilizing a firestopping assembly approved for that application. A minimum of two (2) 4" sleeves shall be installed for access to IDFs and three (3) for MDF. Use a minimum of 1" sleeves for access to classrooms. Properly fire seal after the installation of horizontal cables.

Install station cabling to the nearest telecommunications room (IDF) per design documents, unless otherwise noted. Workstation cables shall not exceed 285' from the outlet to the patch panel in the IDF.

Installation shall conform to the following basic guidelines:

Use only approved wire, cable, and wiring devices.

Provide neat and uncluttered wire terminations.

All Cable shall be installed in a neat and workmanlike manner. Comb and neatly bundle all cables entering the MDF and IDFs. Properly support the cables within these rooms and store the service loops in a neat and orderly manner. Use Velcro ties for re-entry of the bundle and do not over tighten. Above ceilings in plenum spaces us ties that are plenum rated.

All cables will be permanently labeled 1" from the termination of each end of each cable. Labeling shall be done with field printers. Other than for field installation organization, handwriting on cables and/or labels is not permitted.

All Cables, Patch Panels and Wall Plates will be permanently labeled with an alpha numerical scheme approved by the District ITS Department per Section 3.6 below.

Cables shall be properly supported at a maximum of 5' intervals with no more than 9" of drape between support points. The cable suspension system shall be independently supported from the structure and not attached to the ceiling support wires or other conduit systems. Limit the number of cables supported by a single j-hook or other device to 50. In existing schools when possible install the cable and independent cable support system above A/C ducts and HVAC mixing boxes.

Install adequate support structures for a 10' service slack loop on each cable in each MDF and IDF. Service loops shall not be stored in round coils.

Support riser cables every three (3) floors and at the top of the run with cable grips. Limit number of four-pair data riser cables per grip to 50.

Install cables in one continuous run per ANSI/TIA-568-C.0. Splices in the horizontal cable system and of any workstation cables shall not be allowed. Splices of backbone cable shall only be allowed as permitted at predetermined locations with proper means and methods.

Provide over-voltage protection on both ends of cabling exposed to lightning or accidental contact with power conductors. Properly ground protectors according to the National Electrical Code (NFPA 70) and the ANSI/TIA 568 and 569 Standards.

Properly bond all equipment racks to a grounding buss that is connected to the building grounding system with a minimum of #6 AWG copper wire. Grounding cables are to be uninsulated and marked with green adhesive tape or insulated with green insulation. Grounding/Bonding system shall meet ANSI/TIA 607 Standards.

All cables shall be concealed in ceilings and hollow walls where possible. Where ceiling and walls are not accessible, use properly sized surface-mounted conduit or metallic raceways with boxes that permit proper bending radiuses. (Consider using term radii)

Portable Buildings: Each existing school portable building will require a data connection to the campus network. Typically there will be clusters of eight (8) portable buildings with two classrooms per building. Connect them to the campus in the following manner.

Near the cluster of portable buildings install a centrally-located outdoor cabinet mounted in the walkway cover. Cables from the MDF and the portable buildings shall come up into this enclosure.

Install a wall mounted cabinet in each portable building. Within this cabinet will be a 12-port patch panel for the two classrooms, a fiber termination box, wire management devices and a small electronic LAN switch. Install this cabinet near existing power if possible.

This “small” switch should be “manageable” via the existing SNMP-based network management/monitoring system.

From a point nearest the internal wall mounted cabinet in each portable building, run a 1” conduit to the external fiber cabinet in the walkway cover. At the portable building stub the conduit up and into the wall mounted cabinet within each portable building. Weatherproof these penetrations as needed.

Install electrical grade schedule 40 PVC conduit underground. Install IMC conduit where the conduit come out of the ground and outside of the building above grade. Use sweep IMC 90 degree elbows and bends where the conduits are turned up or where turns are needed.

Trench and backfill or horizontally bore to a minimum depth of 2’ below grade. Make all attempts to locate any existing utilities, water sprinkler piping, telephone, and electrical lines before trenching and boring. Only as a last resort will saw cutting and patching of driveways and walkways be permitted.

Run specified fiber cable from the MDF to the external fiber cabinet in the walkway cover. Leave a 10’ service loop on each end.

Run a minimum of a 6-fiber cable from the external fiber cabinet in the walkway cover to the wall mounted cabinet in each portable building.

If a proper grounding point is not supplied at the portable building, install an 8’ grounding rod and run a number 6 AWG Solid armored ground cable from the ground rod to the wall mounted cabinet. Use UL listed termination devices for the ground rod and the cabinet.

All copper-based cables running to/from portable buildings shall be equipped with lightning protection blocks on both ends.

GROUNDING

Grounding shall conform to ANSI/TIA 607(A) - *Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code*[®], ANSI/NECA/BICSI-568 and manufacturer's grounding requirements as minimum.

Bond and ground equipment racks, housings, messenger cables, and raceways.

Connect all MDF and IDF cabinets, racks, and frames to single-point ground which is connected to building ground system via #6 AWG green insulated copper grounding conductor.

For each MDF and IDF, insure grounding system and building ground is tested to be in compliance with ANSI/TIA-607(A).

LABELING

Labeling shall conform to ANSI/TIA-606(A) standards. In addition, provide the following:

Label each outlet with machine-printed, permanent, self-adhesive label with minimum 3/16" high characters.

Label each cable with machine-printed, permanent self-adhesive label with minimum, 1/8" high characters, in the following locations.

Inside receptacle box at the work area.

Behind the communication room patch panel or punch block.

Use machine-printed labels on face of data patch panels. Provide facility assignment records in a protective cover at each telecommunications room location that is specific to the facilities terminated therein.

Use color-coded labels for each termination field that conforms to ANSI/TIA-606(A).

Mount termination blocks on color-coded backboards.

Permanent labels shall be machine-printed. Hand-lettered permanent labels shall not be acceptable. Hand lettering may be used on cable jackets or temporary labels during the construction process.

Label cables, outlets, patch panels, and punch blocks as follows:

Each end of the cable shall be labeled with a To/From identifier. One or both ends will identify the MDF/IDF end of the cable while the other end will typically identify the room and port location.

To/From as IDFxyzz/Rxxxxyy where

MDF/IDF # - Patch Sequence letter – Port #

Format: IDFxyzz (xx = MDF/IDF #, y = Patch Panel Sequence letter A-Z, zz = Port #)

Examples: IDF03A35 for IDF # 03, patch panel A, port 35

MDF01D13 for MDF # 01, patch panel D, port 13

Room # - Port letter

Format: Rxxxxyy (xxxx = Room #, yy = Port letter within room)

Examples: R115D for Room # 115, port D (the 4th port)

R1035AB for Room # 1035, port AB (the 28th port (A=26 + B=2))

Each outlet, patch panel port and punch block shall be labeled at the end points as defined above.

TESTING

Testing shall conform to the latest version of the ANSI/TIA-568-C.1 Standards/ANSI/TIA-1152 Testing Standards for Balanced Twisted Pair Copper Cabling and/or the warranty requirements of Ortronics and Berk-Tek. Testing shall be accomplished using level III or higher field testers loaded with the most up to date

firmware. Fluke 4300 series testers are the preferred tester. If using any other approved tester, provide end user run time software to store, read, and print test results. Within the submittal package specified above, provide three (3) CD's and hardcopies with all of the Copper test results for each school. Identify each cable by label address.

Test each pair and shield of each cable for opens, shorts, grounds, attenuation and pair reversal. Correct grounded and reversed pairs. Examine open and shorted pairs to determine if problem is caused by improper termination. If termination is proper, tag bad pairs at both ends and note on termination sheets.

Perform testing of copper cables with tester meeting ANSI/TIA-568-C.1 requirements.

If copper backbone cable contains more than one (1) percent bad pairs, remove and replace entire cable.

Initially test optical cable with a light source and power meter utilizing procedures as stated in ANSI/TIA-526-14A: *OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant* and ANSI/TIA-526-7 *Measurement of Optical Power Loss of Installed Single-mode Fiber Cable Plant*. Measured results shall be plus/minus 1 dB of submitted loss budget calculations. If loss figures are outside of this range, test cable with optical time domain reflectometer to determine cause of variation. Correct improper splices and replace damaged cables at no charge to the Owner.

Cables shall be tested at 850 and 1300 nm for multimode optical fiber cables. Cables shall be tested at 1310 and 1550 nm for single-mode optical fibers.

Testing procedures shall utilize "Method B" – One jumper reference.

Bi-directional testing of optical fibers is required.

Attenuation test shall result in acceptable level as defined by manufacturer.

Insure grounding system and building ground is installed and tested to be in compliance with ANSI/TIA-607(B).

Where any portion of the system does not meet the specifications or applicable standards, correct deviation and repeat applicable testing at no additional cost to the owner.

FIELD QUALITY CONTROL

The Cabling Contractor will employ a project manager and inspectors to control the quality of each project. The Project Manager shall be a RCDD® (Registered Communications Distribution Designer) with current registration. He/she shall be responsible for quality control during installation, equipment set-up, and testing for all projects. The Project Manager shall employ Quality Control Inspectors in enough quantity to adequately inspect each project on a regular basis. These personnel shall also perform all final inspections of the projects. The Project Manager's responsibility is to assure concurrence and enforcement of the specifications and standards. The Inspectors shall be BICSI and/or Ortronics certified Technicians.

Each Installation Contractor shall employ a superintendent or project manager as the single point of contact for their projects. During the course of the installations he/she is to provide coordination of work for each project, insure enforcement of this specification and standards, and provide technical information when

requested. It is preferred that this person be an RCDD® (Registered Communications Distribution Designer) with current registration. He/she shall be responsible for quality control of the assigned projects during installation, equipment set-up, and testing.

All installation personnel shall be Ortronics Certified Technicians.

Installation personnel shall meet manufacturers' training and education requirements for implementation of the extended warranty program.

Subcontracting by the Installation Contractor shall not be permitted without express written permission from DISD ITS Department. If permission is granted for any subcontractors, then that subcontractor shall be bound by this document and shall furnish proof of bonding and insurance requirements.

END OF SECTION

Appendix B

BOND FUNDED PROJECTS – VENDOR PROJECT MANAGER GUIDELINES AND PROCESSES

1. Key Guidelines that Vendor Shall Review and Provide, if Requested

The purpose of this requirement is to provide a vendor assigned Project Manager a guideline when establishing a framework for communications, reporting, procedural and contractual activities for the Services.

Some major sub tasks to consider:

- Review the SOW, and any associated documents, with the DISD Project Manager.
- Coordinate and manage the technical activities of vendor's personnel.
- Maintain project communications through the DISD Project Manager.
- Establish documentation and procedural standards for the development of all projects.

- Prepare and maintain a project plan at the onset of all projects for performance of Statement of Work. The project plan will define the activities, tasks, assignments, milestones, responsible person(s) or organization(s) for each milestone.
- Measure, track and evaluate progress against the project plan.
- Help resolve deviations from the project plan with the DISD Project Manager;
- Conduct regularly scheduled project meetings, as necessary, with DISD's project team to review project status.
- Prepare and submit weekly Status Reports.
- Review and administer Project Change Control Procedure with DISD Project Manager
- Provide a Pre-visit Data Gathering Questionnaire to DISD Point of Contact at the onset of the project/services (if applicable).
- Measure, track and evaluate progress against the initial and updated Project Plans as appropriate.
- Resolve deviations from the initial and updated Project Plan with DISD Point of Contact.

Deliverables

- Project Plan (initial)
- Pre-visit Data Gathering Questionnaire (if applicable)
- Status Reports (as required by client)
- Close-Out Documentation (as required by client)

2. Key Data Collection and Planning Items to Provide - Based on Project Scope

Sampling of information to consider involving current environment, depending on type of project.

- Review DISD's network topology, allocation, and layout (if applicable).
- Review current limitations and designs for infrastructure project (if applicable).
- Brief DISD IT on the process to be used to accomplish project.
- Create a Client Environment Summary Report (if applicable).
- Create Solution Strategy Outline Report (if applicable).
- Create Integrated Solution Design Report (if applicable).

Some major sub-tasks associated with standard PMI Planning may include:

- Analyze business and technical requirements
- Analyze the collected data
- Define solution strategy
- Define implementation strategy
- Conduct a risk analysis review of the proposed strategies
- Develop task plan and
- Review deliverables with DISD Project Manager

3. Project Plan

Project plan should list the activities and tasks required to complete assigned project. Project plan will:

- Define the tasks to be performed
- Provide a estimated schedule in MS Project format
- Identify milestones
- Identify responsible persons and/or organizations
- Define design and configurations as applicable

To ensure that all projects are completed in a structured manner a “detailed” Project Plan needs to be developed by vendor and submitted to client (DISD) for review prior to project start date. Standard PMI projects include the following categories as standard practice:

- Project Definition
 - Scope and Objectives
 - Assumptions and Constraints
 - Critical Success Factors
- Project Organization
 - Organization Chart
 - Roles and Responsibilities
 - Stakeholders
 - Project Team
 - Other Stakeholders
- Process Management Plan
 - Main Phases and Deliverables
 - Start Plan
 - Human Resource Working Plan
 - Training Plan
 - Work Plan
 - Work Breakdown Structure (WBS)
 - Work / Calendar / Resource Plan
 - Communication and Reporting Plan
 - Risk Management Plan
 - Technical Process Plans
 - Infrastructure Plan
 - Product Acceptance Plan
 - Project Specific Acceptance Procedure
 - Supporting Process Plans
 - Configuration Management Plan
 - Change Management Plan
 - Quality Assurance Plan

4. Communication Plan

Communications plan should consist of the following:

- Document History
 - Document Location (establish an internal document storage on DISD network for project content).
- Revision History
 - Date of revisions, revision number, and summary of changes.
- Approvals
 - All approval signatures for document changes that occur.
- Distribution
 - Who documents are distributed to by name and title.
- Communication Management Plan
 - Defines regular meetings and reporting and other communications activities that take place during project.
- Schedule
 - Vendor needs to provide DISD with a schedule document
- Review for Assumptions, Dependencies, Risks, and Costs (if applicable).

5. Close Out Plan – Mandatory Requirement

Close out plan will consist of key items relating to DISD Projects. Some items may not apply, depending on scope. This area is a “mandatory” component of project close-out process. Some items can be submitted as “Soft Copy” (SC) or “Hard Copy” (HC) as listed below.

- Project Award Notice (if applicable) (HC)
 - Document shall contain authorization notice from DISD Purchasing department showing the awarded contract notice.
- Scope of Work (SOW) (HC)
 - Provide a copy of document showing the scope of work of the project.
- Customized Supplemental Services Agreement (CSSA) (HC)
 - Provide a copy of any and all CSSAs that were processed under your assigned board document.
- Purchase Orders (HC)
 - Provide any and all copies of Purchase Orders submitted for funding reimbursement.
- Contingency Allowance Expenditure Authorization (CAEA) (if applicable) (HC)
 - Provide copy of any and all CAEAs that reflect use of contingency funding due to unforeseen issues that may come up during project.
- Test Results and Records
 - Provide original and/or copies of all test results and records that reflect the certification of a product, process, or installation. (HC and/or SC)
- Maps, Diagrams, As-Builts, etc. (SC)
 - Vendor is responsible for providing DISD with all applicable maps, diagrams, As-Builts, asset tracking report, submission of Fixed Asset Equipment Inventory sheets, etc. for close-out of project.

- Project Photos (HC and/or SC)
 - Vendor is responsible for providing DISD with photos of installation or component installs that are performed during project.
- Warranty (HC)
 - During close-out process, vendor is to provide all warranty documentation for equipment, materials, etc that were part of the scope of work or project.
- Sign-Off Sheet (HC)
 - Sheet will reflect all work done along with signatures of vendor and DISD Project Manager as specified in Scope of Work or contract.
- Punch List (HC)
 - Any and all items that are in question needs to go on a “Punch List” and made part of the close-out documentation. Will require printed name and date along with signatures of both the installation vendor and DISD Project Manager.
- Invoices (HC)
 - Vendor is required to submit copies of all invoices acquired during project.
 - Final (or last) invoice needs to be stamped with words “FINAL” on it to identify to DISD that this will be the final payment on that invoice.
- Final Acceptance Letter (HC)
 - Vendor will provide a “Final Acceptance Letter” that identifies within the text the “Final Amount” along with signature lines for both DISD and vendor to sign.
- Project Budget Summary Report (HC)
 - Vendor will provide a Project Budget Summary Report showing the original scope cost, any contingency fees used, and total cost of work performed at site or on project.

All items listed under this Close-Out Plan needs to be placed inside a “white” binder with a “Table of Contents” identifying all areas listed. There should be two (2) binders per project (one original and one copy)

A “soft” copy (2 ea) of all contents mentioned above, to include As-Builts, drawings, test results, asset tracking, etc., submitted with binders. CDs/DVDs will be labeled as a minimum with name of location work is being performed at, Org code, address, completion date, project title, and name of vendor along with their address. Same should be on all binders also.

- Once all items listed under “Close-Out” are completed and compiled, binders can be presented to client (DISD) at close-out meeting. Both DISD Project Manager and vendor Project Manager are required to be present for close-out process.

Through-out the project, status update meetings will be required by vendor (weekly) to ensure that project is on schedule as planned and if any issues arise, they can be addressed then. Meetings to be held at selected DISD locations. A “time line” is required to be presented to DISD reflecting detail project milestones, schedules and progress using Microsoft Project application. A hard (HS) and/or soft copy (SC) of MS Project plan needs to be presented to client weekly or as project progresses.

There are “vendor badging” requirements that has to be met for access to district facilities. A package titled “FC Background (FCB) Screening and Badging” needs to be filled out and completed by vendor prior to start of work in district. This can be provided upon request if you are not familiar with this requirement. Any questions relating to FCB is channeled through DISD Bond Office for review and response.

Placeholder for Pricing and Delivery Schedule.

Delete this page after inserting Word Document with
Pricing and Delivery Schedule.

**PRICING AND DELIVERY SCHEDULE
RFPJH-204508 – Turnkey Data and Fiber Optic Cabling Services**

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the consulting services as required pursuant to the aforementioned documents at the below quoted terms.

Proposed Fee Schedule for JH-204508 – Turnkey Data and Fiber Optic Cabling Services according to the requirements set forth in this Request for Proposal in the following quantities:

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and / or 110 blocks, wall plates patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull represents all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, providing certification reports, as-built floor plans, warranty information and conveyances necessary to complete the project.

CAT 5E CABLE – INSTALLED, TERMINATED, TESTED, LABELED INCLUDING WALL PLATE, HACE AND CERTIFICATION REPORT.		
# of Pulls	Distance	Price Per Pull
0-10	0-150	
	151-300	
11-50	0-150	
	151-300	
51-100	0-150	
	151-300	
101-200	0-150	
	151-300	
Over 200	0-150	
	151-300	

CAT 6 CABLE – INSTALLED, TERMINATED, TESTED, LABELED INCLUDING WALL PLATE, HACE AND CERTIFICATION REPORT.		
# of Pulls	Distance	Price Per Pull
0-10	0-150	
	151-300	
11-50	0-150	
	151-300	
51-100	0-150	
	151-300	
101-200	0-150	
	151-300	
Over 200	0-150	
	151-300	

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CAT 7 CABLE – INSTALLED, TERMINATED, TESTED, LABELED INCLUDING WALL PLATE, HACE AND CERTIFICATION REPORT.		
# of Pulls	Distance	Price Per Pull
0-10	0-150	
	151-300	
11-50	0-150	
	151-300	
51-100	0-150	
	151-300	
101-200	0-150	
	151-300	
Over 200	0-150	
	151-300	

Multimode 50/125 um diameter tight-buffered optical fiber, with mechanical and transmission performance specification that meet or exceed ANSI/TIA/EIA-568-B.3 all fiber optic cables installed with building are to be plenum rated cables with plenum armored jacket. See TDG'S for more information.

FIBER OPTIC CABLE – INSTALLED, TERMINATED, TESTED, LABELED INCLUDING PANEL, AND CERTIFICATION REPORT.		
# of Pulls	Distance	Price Per Pull
0-10	0-150	
	151-300	
11-50	0-150	
	151-300	
51-100	0-150	
	151-300	
101-200	0-150	
	151-300	
Over 200	0-150	
	151-300	

Penetrations should be stubbed into the room and hallway, 2 inches and must include fire stop.

Pathways (penetrations)	Cost per
Office (1 inch sleeve)	
Classroom (2 inch sleeve)	
MDF / IDF Closet (4 inch sleeve)	

Cabling Services	Cost Per Hour
Cabling Technical Support	
Cabling System Designs	
Cable Removal	

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VI. Offer Form

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

TO: Dallas ISD

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Scope of Work, Responsibilities of Offerors, and Offer Forms, do hereby tender this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s)/services(s) per scope of work found in this RFP document for the prices indicated.

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

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

An individual proprietorship

A partnership

A corporation chartered under the laws of the State of
resolution of its Board of Directors

by-laws or a

Company Officer:

Date: _____

Name of Firm: _____

Signature: _____

Firm's Address: _____

Name: _____

City: _____ State: _____ Zip Code: _____

Title: _____

Phone #: _____

E-mail: _____

Fax #: _____

SS or Fed ID#: _____

ENVELOPES SHOULD BE PLAINLY MARKED:

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

Due Date: Sep 30, 2015

THIS PAGE MUST BE RETURNED WITH THE RFP

Proposal Form

RFP# JH-204508 -
Turnkey Data and Fiber Optic Cabling Services

1. GENERAL INFORMATION

Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person(s) - limited to two persons per firm / application

Contact No. 1

Name: _____

Title: _____

Telephone: _____ Fax: _____

Internet / E-mail Address: _____

Contact No. 2

Name: _____

Title: _____

Telephone: _____ Fax: _____

Internet / E-mail Address: _____

Type of Organization:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship (individual) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Professional Coporation | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other _____ |

2. FIRM BACKGROUND AND STAFF

Year present firm established: _____

Name of parent company, if any: _____

Address: _____

List principals of firm: _____

Former company name(s), if any, and year(s) established:

Name: _____

Year: _____

Name: _____

Year: _____

Name: _____

Year: _____

Number of employees in firm locally: _____

Total # of employees in firm (all office locations): _____

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

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

3. PROFESSIONAL SERVICES (DICIPLINES) PROVIDED BY FIRM

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

A. _____

B. _____

4. PROJECT REFERENCES

Please list three references below for RFP # JH-204508

(education -related contracts preferred) that would be representative of your firm's work and services. Referenced projects must have been ongoing for at least one year or completed within the last three years. DISD will contact these references.

A. School District: _____

Contact person/title: _____

Phone Number: _____

Scope of Project: _____

B. School District: _____

Contact person/title: _____

Phone Number: _____

Scope of Project: _____

THIS PAGE MUST BE RETURNED WITH THE RFP

C. School District _____

Contact person/title _____

Phone Number _____

Scope of Project: _____

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

Yes No

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

7. Addenda

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal. Proposer is to fill in the Addenda # and date and initial in the box to show receipt.

Bid Package			
Addendum No.	Addendum No.	Addendum No.	Addendum No.
Addendum Date	Addendum Date	Addendum Date	Addendum Date

8. APPLICATION SIGNATURE

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

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

Name: _____ Title: _____ Date: _____

SIGNATURE OF FIRM'S CONTACT PERSON

THIS PAGE MUST BE RETURNED WITH THE RFP

Notification of No Response

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

Dallas ISD
3700 San Jacinto Street
Dallas, TX 75204

If applicable, please sign and return this form to the buyer listed on this bid at the above address

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

After a review of RFP # JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

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

- Offeror Qualifications
- Insurance Coverage required
- Timeline

OR

- Unable to utilize desired markets
- Able to, but just prefer not to respond
- Other

Please Explain: _____

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

Company Name

Phone Number

Fax Number

Signature in Ink

Date:

Printed Name & Title of Signature

EFT PAYMENT DETAILS

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services
Dallas ISD
3700 San Jacinto Street
Dallas, TX 75204

If applicable, please sign and return this form to the attention of the buyer listed in this RFP at the above address

Company Official Name:

Phone Number

Fax Number

Signature:

Date:

Printed Name:

Title of Signature:

THIS PAGE MUST BE RETURNED WITH THE RFP

Dallas ISD
3700 San Jacinto Street
Dallas, TX 75204

FELONY CONVICTION NOTICE

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

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY - HELD COPORATION

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

Offeror's Name _____

Authorized Company Official Name: _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

THIS PAGE MUST BE RETURNED WITH THE RFP

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

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

Conflicts of interest exist if:

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

Disclosure is required from Offerors regarding each affiliation or business relationship between the Offeror and:

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

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Offeror also shall file an updated questionnaire:
 - a. not later than September 1 of each year in which a covered transaction is pending, and
 - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A Offeror is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Dallas Independent School District are:

Eric Cowan, Board President, (District 7)
Miguel Solis, 1st Vice President (District 8)
Lew Blackburn, Ph.D., 2nd Vice President (District 5)
Nancy Bingham, Board Secretary (District 4)
Edwin Flores, Ph. D., J.D. (District 1)
Mike Morath (District 2)
Dan Micciche, (District 3)
Joyce Foreman, (District 6)
Bernadette Nutall (District 9)
Mike Miles, Superintendent of Schools

If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 3700 San Jacinto Street, Dallas, Texas 75204

CONFLICT OF INTEREST QUESTIONNAIRE

For Offeror or other person seeking to do business with local governmental entity

FORM
CIQ

Name of Person Completing Form: _____

Name of Company Completing Form: _____

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received: _____

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

2. Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship:

_____ (List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has affiliation or business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4. Check here if you are **NOT** reporting a conflict with any government officer of Dallas ISD

5. Signature: _____

Date: _____

FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

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

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

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

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

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

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

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

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

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

Individual: _____

Date: _____

Entity: _____

Signature: _____

Date: _____

Title: _____

THIS PAGE MUST BE RETURNED WITH THE RFP

Campaign Contribution Disclosure Form

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

Please sign the following page and include the form in your response:

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

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

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

The following definitions apply:

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

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

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

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

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

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

Eric Cowan, Board President, (District 7)
Miguel Solis, 1st Vice President (District 8)
Lew Blackburn, Ph.D., 2nd Vice President (District 5)
Nancy Bingham, Board Secretary (District 4)
Edwin Flores, Ph. D., J.D. (District 1)
Mike Morath (District 2)
Dan Micciche, (District 3)
Joyce Foreman, (District 6)
Bernadette Nutall (District 9)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Disclosure of Contribution By Prospective Offeror:

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

Contribution(s) made by: _____

Relation to Prospective Offeror: _____

Date(s) Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

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

Signature

Date

THIS PAGE MUST BE RETURNED WITH THE RFP

CHILD SUPPORT STATEMENT

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

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

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

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

Date

Signature

Title (position)

THIS PAGE MUST BE RETURNED WITH THE RFP

COMMITMENT TO PROVIDE INSURANCE

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten (10) day requirement is not met, the Dallas ISD Procurement Services Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Procurement Services Department at (972) 925-4100.

Signature

Date

THIS PAGE MUST BE RETURNED WITH THE RFP

INTERLOCAL AGREEMENT CONSENT FORM

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

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

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

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

- 3.1 Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party Offerors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
- 3.2 Make available specifications, documents, software, procedures and related items in connection with bidding and procurement processes.
- 3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
- 3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4.0 PURCHASING AUTHORITY:

- 4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Offerors providing goods and services to the associated governmental entities.
- 4.2 The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with Offerors or contractually binds its Members or Participants to any third party agreements (except for the Interlocal Participation Agreement described in paragraph 3.2) for the purchase of products and services GOVERNING LAW.
- 4.3 The Master Agreement and all actions taken pursuant to this Master Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Denton County, Texas.

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

Yes

No

If you (the Offeror) checked yes, the following will apply: Governmental entities utilizing Internal Governmental contracts with the *Dallas Independent School District* will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than *Dallas Independent School District* will be billed directly to that governmental entity and paid by that governmental entity. *Dallas Independent School District* will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>.

Printed Name:

Signature

Date

**PROCUREMENT SERVICES DEPARTMENT
COMMITMENT TO ATTAIN CRIMINAL BACKGROUND CHECK AND IDENTIFICATION BADGES**

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

- a. Criminal Background Check and Identification Badge: Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Offeror's employees, agents, and subcontractors subject to Article 15 shall be identified by a photographic identification badge, issued by a District approved third party company at the Offeror's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Offeror's violation of this section shall constitute a substantial failure under Article 8 Termination.
- b. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.
- c. 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.

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

Signature

Date

THIS PAGE MUST BE RETURNED WITH THE RFP

OFFEROR DEBARMENT FORM

RFP# JH-204508 -

Turnkey Data and Fiber Optic Cabling Services

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

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency, including the Universal Service Administration Company (USAC) for administration of the E-Rate Rules;
- (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
- (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

- (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
- (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime Offeror. The prime Offeror shall be required to furnish copies of the certifications to the Authority upon request.

Signature

Date

Printed Name:

Company Name

Telephone #



**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**

To be completed and signed by the Prime Vendor / Contractor

Bid / RFP No: JH-204508

Title: Turnkey Data and Fiber Optic Cabling Services

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person/Authorized Agent: _____ Phone No: _____

E-mail Address: _____

The undersigned authorized agent agrees that he/she has read and understood the M/WBE Compliance Guidelines and Forms and that all information is correct to the best of his/her knowledge.

Signature

Date

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

Please read carefully:

The M/WBE Program requirements are applicable to all bidders/proposers. All bidders/proposers, including minority and women-owned companies, are required to complete, sign, and attach these forms to any procurement document totaling \$50,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines & Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.

**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**
To be completed and signed by the Prime Vendor / Contractor

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

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

It is a continuing goal of the district to involve minority and women-owned businesses (M/WBE) to the maximum extent possible in all facets of the district's contracting and purchasing activities. The completed and signed M/WBE Compliance Guidelines & Forms must be attached to all procurement responses totaling \$50,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines and Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.

General Information regarding the M/WBE Compliance Guidelines and Forms

1. The district's aspirational M/WBE goal is **30** percent for goods, services, and construction contracts. The aspirational M/WBE goal for bond funded professional service contracts is **35** percent. Please note, the district may assign a contract specific M/WBE goal. The M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract. Review your solicitation documents.
2. The district recognizes M/WBE certifications issued by the North Central Texas Regional Certification Agency (NCTRCA), State of Texas' Historically Underutilized Business (HUB), D/FW Minority Supplier Development Council (DFW MSDC), Women's Business Council Southwest (WBC SW), Department of Transportation (DOT), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, Corpus Christi Regional Transportation Authority, City of Austin, Small Business Administration (SBA) - 8A or certified SDB, National Minority Supplier Development Council (NMSDC), and National Women's Business Enterprise Certification (WBENC). Other certifications may be considered on an individual basis. Only certified disadvantaged, minority and women-owned companies will be counted towards the prime's M/WBE subcontracting goals.
3. Vendors do not have to be certified as an M/WBE to participate in the district's contracting and purchasing activities.
4. All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with M/WBEs.
5. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its' M/WBE subcontracting goals.

At Bid/Proposal Time:

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

**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**
To be completed and signed by the Prime Vendor / Contractor

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

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

After Bid/RFP Submission:

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

At contract execution:

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

After contract execution:

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

Clarification for the Joint Venture and Mentor Protégé Criteria

1. A company that has currently established a Joint Venture Partnership with a certified M/WBE for this proposal may be awarded up to 5 points. The Joint Venture Partnership is evaluated and awarded points as a prime vendor; therefore, the certified M/WBE partner will not be counted towards the M/WBE subcontractor goal.

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

Bid / RFP No: JH-204508

Title: Turnkey Data and Fiber Optic Cabling Services

Prime Vendor / Contractor: _____

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

Dallas ISD Recognized M/WBE Certification Agencies: North Central Texas Regional Certification Agency (NCTRCA), State of Texas' Historically Underutilized Business (HUB), D/FW Minority Supplier Development Council (DFW MSDC), Women's Business Council Southwest (WBC SW) , Department of Transportation (DOT), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, Corpus Christi Regional Transportation Authority, City of Austin, Small Business Administration (SBA) - 8A or certified SDB, National Minority Supplier Development Council (NMSDC), and National Women's Business Enterprise Certification (WBENC).

- Yes** If you answered "Yes," complete the current certification information below. Indicate ethnicity and gender.
- No** If you answered "No," but your company is minority or woman-owned, indicate non-certified in the M/WBE Certification Agency section below. Indicate "Self" for the certification number. Indicate ethnicity and gender.
- No** If you answered "No," that your company is not minority or woman-owned, leave the section blank.

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

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

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

Section C. Workforce Composition

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

**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**
To be completed and signed by the Prime Vendor / Contractor

Section D. Historical M/WBE Utilization

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

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

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

- Yes Within the past 4 years, did your company utilize any M/WBE subcontractors, sub consultants, suppliers, sole proprietors or joint venture partners on any Dallas ISD projects? Specify the name of the contract or Bid/RFP No. JH-204508 .
- No Within the past 4 years, my company didn't utilize any M/WBE subcontractors, sub consultants, suppliers, sole proprietors, joint venture partners on any Dallas ISD projects?

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

Yes If you answered, "Yes", complete Section F.

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

Written Explanation:

**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**
To be completed and signed by the Prime Vendor / Contractor

Section F. Subcontractor Utilization

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

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

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

**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**
To be completed and signed by the Prime Vendor / Contractor

Section G. Good Faith Efforts Documentation

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

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

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

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

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

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

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

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

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

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

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

Signature of Declarant

Phone

Date

(This Space Left Blank Intentionally)

**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**
To be completed and signed by the Prime Vendor / Contractor

M/WBE Joint Venture Analysis

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

	Available Points	Page Number
1. Has a meaningful Joint Venture been established?		
a. Is the Joint Venture agreement signed by all partners, and is it notarized?	.25	
b. What is the M/WBE partner(s) percentage participation? (.25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater)	1.00	
c. Does the M/WBE partner provide provide bonding to match its JV share?	.25	
d. Is there a cash call provision in the agreement?	.25	
e. Does the project insurance recognize the M/WBE partner?	.25	
f. Does it provide a provision obligating all parties of the JV to perform and complete performance despite withdrawal of any member for any reason.	.25	
g. Is there a history of the JV partners working together?	.25	
h. Does it require the approval of Dallas ISD before the JV partnership can be dissolved?	.25	
i. Is there a dispute resolution procedure?	.25	
2. Is the M/WBE partner involved in the operational management of the Joint Venture?		
a. Does it designate the M/WBE as a managing partner and does the M/WBE partner provide senior management?	.25	
b. Does it identify the respective roles and responsibilities of all parties?	.25	
c. Will the M/WBE partner be involved in scheduling progress reviews, subcontractor disputes, and management decisions?	.25	
d. Will the M/WBE partner provide equipment, facilities, or other resources?	.25	
3. Is the M/WBE partner involved in the financial management of the Joint Venture?		
a. Will the JV establish a JV bank account?	.25	
b. Will the JV maintain JV project accounts?	.25	
c. Will the M/WBE partner participate in the production and review of financial reports and financial forecasting?	.25	
d. Will the M/WBE partner be involved in contract negotiations with Dallas ISD and subcontractors?	.25	
Total Available Points	5.00	

**MINORITY / WOMEN BUSINESS ENTERPRISE (M/WBE)
COMPLIANCE GUIDELINES AND FORMS**
To be completed and signed by the Prime Vendor / Contractor

Mentor Protege Analysis

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

1. Does the firm currently participate in a Mentor Protege Program as a mentor, with an M/WBE?	Available Points
a. Is the Mentor Protege Agreement signed by all parties, and is it current , active, and notarized?	.50
b. Did the firm provide current and notarized progress reports, deliverables, or meeting minutes?	.50
Total Available Points:	1.00

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.	Purchase Price: Detailed Description of Rate of Services Per Year.	40	
a.			
b.			
2.	Quality of Vendor's goods and services - Points total as distributed in 2. and 2b. below:	10	
a.			
b.			
3.	Reputation of the Vendor's and the Vendor's goods and services - Points total as distributed in 3a. and 3b. below:	10	
a.			
b.			
4.	The extent to which the services meet the district's needs - Points total as distributed in 4a. and 4b. below:	10	
a.			
b.			
5.	Vendor's past relationship with the District - The quality of references from past customers of respondent or experience with Dallas ISD.	10	
a.			
b.			
6.	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. This will be applied to your M/WBE Participation and is worth 20 points broken down as follows:		
6a.	Firm has an Affirmative Action/Diversity Plan and/or Policy and its workforce composition reflects it's 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.	Long-term cost to the District to acquire the Vendor's services.	0	
a.			
8.	Whether the Vendor or the Vendor's ultimate parent company or majority owner:	0	
	A) has its principal place of business in this state; or		
	B) employs at least 500 persons in this state		
9.	Any other relevant factor specifically listed in the Request for Proposal, to be defined as: 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:			

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

E-RATE PROJECT OR PURCHASE AGREEMENT

FOR

[General Description of Work and Site Locations]

WITH

[Legal Name of Contractor]

AWARDED BY BOARD DOCUMENT NO. **[Include From Awarding Document To Contractor]**

The Agreement Follows:

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

*This is an official E-Rate document and is subject to audit requirements of the Dallas ISD, Dallas ISD Internal Audit Department, Dallas ISD External Audit, Universal Service Administrative Company (USAC), and Federal Communication Commission (FCC), as required to remain compliant with the E-Rate Program and the agreement between the Dallas ISD, the US Department of Justice and the Federal Communications Commission dated June 25, 2009. Use of this form, including any signatures, constitutes agreement with the Dallas ISD E-Rate Compliance Agreement and all applicable rules. This document shall be retained until all services have been completed and all records retention requirements have been fulfilled related to this procurement process.

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DALLAS INDEPENDENT SCHOOL DISTRICT

E-RATE PROJECT OR PURCHASE AGREEMENT

This Agreement Between Dallas Independent School District (“Owner” or “District”), a local political subdivision of the State of Texas and [insert legal name of Contractor] (“Contractor”) is made and entered into as of [insert 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 Contractor’s procurement response, RFQ or RFP and board approval number; also include locations, if site specific]; and

Whereas, Contractor 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.**

- a. The scope of the work ("Work"), and the time for performance, is set forth in Exhibit A attached hereto and made a part hereof for all purposes.
- b. Upon execution of this Agreement, all services previously performed by Contractor 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. The parties agree that a Customized Supplemental Services Agreement (“CSSA”) will be produced for each individual project within the Scope of Services in the form attached to the Scope of Services as Attachment One.
- d. Contractor shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Work.
- e. If the Work includes providing any designs, drawings, specifications or information of any kind ("Work Product") for the use of others in the construction, manufacture, fabrication, installation, or purchase of any items described by the Work Product, then Contractor and District shall mutually agree on a cost for such items ("Budget") prior to the commencement of the Work if such items are not included in the Contractor’s Fee. The performance of the Work by Contractor shall be responsive to and in conformance with the Budget. If the costs, as bid or negotiated, exceed the Budget, District shall have the option to:
 - (1) authorize an increase in the Budget;
 - (2) authorize rebidding or negotiation;
 - (3) authorize revisions to the Work Product at no additional cost to District.

- f. If option (3) is chosen, Contractor will, without additional compensation and in a prompt and timely manner, revise its Work Product to achieve a cost that is within the Budget. The foregoing shall be in addition to, and not in lieu of, any remedies that District may have at law or in equity.

District shall provide Contractor with a program of its requirements for the Work or for work by others which utilizes Contractor's Work Product ("Program"). The Program may be a series of documents or other communications. Contractor shall, at all times, conform its Work to the requirements of the Program and to the requirements of District.

2. **The Project.**

The Work as described in Exhibit A, shall be provided in preparation for, and production of, _____, and other related necessary and appropriate services, and which must be coordinated with any separate contractors or Contractors furnished by the District (the "Project").

3. **Time.**

- a. **Commencement and Completion:** It is understood that time is of the essence of this Agreement and that Contractor shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Contractor's business or profession. Work is to commence as set forth in Exhibit B ("Schedule") attached hereto, and shall be substantially complete as set forth in Exhibit B "Schedule" attached hereto.
- b. **Term of Agreement:** The Agreement is effective on **[date]** or **[on issuance of purchase order]** [and terminates on **[date]** [and shall continue for **[written number followed by (x)]** years]. All the work required by this contract shall be completed and ready for acceptance by the District no later than **[date]**. At the option of the District the Agreement may be renewed for additional one year terms, provided that the District has given Contractor written notice of the District's intention to renew not later than thirty (30) days prior to the expiration of the then current term and provided further that at the time that the District gives its written notice of the Contractor is not in default and the contract has not been terminated.

4. **Contractor's Duties and Representations.**

- a. Notwithstanding anything to the contrary contained in this Agreement, District and Contractor agree and acknowledge that District is entering into this Agreement in reliance on Contractor's special and unique abilities with respect to performing the Work, and Contractor's special and unique abilities with respect to **[insert type of services provided]**. The Contractor accepts the relationship of trust and confidence established between it and the District by this Agreement. Contractor 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 Contractor'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. Contractor 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. Contractor warrants, and agrees that the Work will be accurate and free from any material errors. The Contractor'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 Contractor 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 Contractor's skill and knowledge in performing the Work.
- c. The Contractor represents, and agrees that all persons connected with the Contractor 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 Contractor agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District.
- e. Contractor 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 Contractor has been duly authorized to act for and bind Contractor; 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 Contractor has been duly authorized to act for and bind Contractor.
- f. Neither the execution and delivery of this Agreement by Contractor 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 Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- g. Except for the obligation of District to pay Contractor certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Contractor 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 Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

5. **The Contract Sum.**

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

The source of funding by the District for this work shall be:

_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____
(Fund)		(Func.)		(Object)		(Sub Object)		(ORG)		(Program Intent Code (PIC)		CODE)		CODE)

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

6. **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 Contractor hereunder if any one or more of the following conditions precedent exist:
 - (1) Contractor 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) Contractor has failed to make payments promptly to its sub-Contractors or subcontractors or other third parties used in connection with the Work for which District has made payment to Contractor; 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 Contractor hereunder unless and until Contractor, 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.
 - (5) **NOTE:** For E-Rate Purchases, Dallas ISD reserves the right to select the invoicing method, either the Service Provider Invoice (“SPI”) or the BEAR method for invoicing. If using the SPI method, Service Providers will need to complete the USAC Form 474 after billing Dallas ISD for non-discount portion of the cost of the eligible services; (2) for E-Rate purchases; Dallas ISD may initially utilize the BEAR method for invoicing; however, at any time, Dallas ISD reserves the right to switch to the SPI method.
- 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 Contractor of any of its obligations hereunder with respect thereto.
 - c. Contractor shall promptly pay all bills for labor and/or material performed and furnished by others in connection with the performance of the Work.
 - d. Contractor shall maintain on a current basis complete books and records relating to this agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor 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 after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. Contractor will permit District to audit all books, accounts or record relating to this contract or all books, accounts or record of any business entities controlled by Contractor that participated in this contract in any way. Any audit may be conducted on Contractor’s premises or, at District’s option; another location. Contractor shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously paid to the Contractor or charged to the District. If District ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the contract amount, Contractor 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 Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Final Request for payment.
 - f. District shall have the right to verify the details set forth in Contractor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Contractor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Contractor's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.
 - g. In the event a federal grant or other federal financing participates in the funding of this Project, the Contractor shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Contractor shall comply with federal requirements as they relate to this Project.

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

7. **Ownership and Use of Documents.**

- a. All documents and materials particular to the Work prepared by Contractor or Contractor's subcontractors and subcontractors ("Work Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Except for such Work Material which is intended to be made public as part of the Project, Contractor shall treat all such Work Material as confidential, and Contractor 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.

8. **Default and Termination.**

- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.
- b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Contractor. Upon termination pursuant to this paragraph, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Contractor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Contractor shall have delivered to District all reports, documents and other materials prepared by Contractor prior to termination. District shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.
- c. As of the date of termination of this Agreement, Contractor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Contractor 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 Contractor 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 Contractor hereunder, any and all reasonable expenses incurred in connection with such curative actions.

9. **Indemnification.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, 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 CONTRACTOR, ANY SUBCONTRACTOR, SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING CONTRACTOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

CONTRACTOR SHALL PROTECT AND INDEMNIFY THE 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 CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR 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 CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

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

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

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

10. **Independent Contractor**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of 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. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

11. **Bonding**

- a. Respondent shall provide evidence satisfactory to Owner of bonding capacity in the total estimated maximum amount of the construction contract along with Respondent's response to this Request for Proposals.
- b. If the total Contract Sum exceeds \$25,000, the Contractor shall execute in accordance with the provisions of Chapter 2253, Texas Government Code, a Payment Bond in the amount of the total Contract Sum, solely for the protection of those supplying labor, materials and/or equipment in the prosecution of the subject contract. If the total Contract Sum exceeds \$100,000, the Contractor shall execute in accordance with the provisions of said Chapter 2253, Texas Government Code, a Performance Bond in the amount of the total contract price conditioned upon the faithful performance of the contract, solely for the protection of the Owner. Payment and Performance Bonds will be in the form as attached.
- c. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trustee to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.
- d. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- e. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

12. **Insurance**

- a. Contractor, consistent with its status as an independent contractor, 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 Contractor 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 Contractor.

- c. A Certificate of Insurance indicating the expiration date, and existence, of the Contractor's professional liability insurance is required prior to commencement or continuation of performance of the services under this Agreement. Each request for payment by the Contractor shall include the expiration date of the insurance.
- d. Contractor 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 Contractor hereunder from or after the date of this Agreement. Should the Contractor 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, Contractor 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 Contractor 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 12.d.(2) shall apply.
- e. 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 Contractor;
 - (2) Workers' Compensation Insurance shall be kept in force until the Contractor's Services have been fully performed and accepted by District in writing.

13. **Miscellaneous.**

- a. **Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by District. The Contractor shall not subcontract any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein.
- b. **Compliance with Applicable Laws and District Policies:** The contractor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this contract. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at www.dallasisd.org under Board of Trustees/District Policies.
- c. Contractor acknowledges that District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that Contractor has clearly marked as confidential and/or proprietary, District will provide Contractor with the required notices under the TPIA. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
- d. **STUDENT CONFIDENTIALITY.** Contractor 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). Contractor is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges that it must comply with said law and regulations and safeguard student information. Contractor may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

- i. Contractor will be provided with the following information:
 - ii. **[Fill in the blanks]**
 - iii. When the information is actually given to the vendor, the following statement should be included on the cover page:
 - iv. This document contains personal information from a student's education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g) and may not be re-released without prior written consent of the parent or eligible student.
- e. **Suspension of the Work for the Convenience of the District**
District may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. Contractor 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 Contractor'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 Contractor is responsible.
- f. **Family Code Child Support Certification.** By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- g. **Certain Bids and Contracts Prohibited.** By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, *Texas Government Code*, the Contractor 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 Contractor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Contractor 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 Contractor 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 Contractor.
- 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 Contractor, Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Contractor or any other party without the express prior consent of District. In implementation of the foregoing, Contractor hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between District and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of District in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Contractor shall obtain assurances similar to those contained in this Subparagraph from persons, contractors, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause District irreparable injury and damage. Contractor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- n. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- o. Appointment. District hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. Contractor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- p. Records. Records of Contractor'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 at least ten (10) years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request.
- 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:

(1) If to District: **[Name of District Officer]**
Dallas Independent School District
[Street Address] Box [#]
[City, State Zip]

With Copies to: James Terry, Ph.D., CPA, RTSBA, CPFIM
Chief Financial Officer/E-Rate Compliance Officer
Dallas Independent School District
3700 Ross Ave.
Dallas, Texas 75204

[Name of District Officer]
Dallas Independent School District
[Street Address] Box [#]
[City, State Zip]

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

t Nondiscriminatory Employment:

In connection with the execution of this Contract, the Contractor 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 Contractor's employees or agents is strictly forbidden. Any employee or agent of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, 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 Contractor agrees to cooperate and provide services in conjunction with the District Representative, as directed by the District.
- v. Responsibilities of Separate Contractor: The Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project for the acts or omissions of the general contractor or subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
- w. Conflict of Interest: The Contractor or any agent of the Contractor having common ownership with a firm providing architectural, engineering, management, or other design related services on, or the construction of, the Project shall, unless otherwise agreed by the Owner, be prohibited from providing services for the Agreement. 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.
- x. Business Ethics:
 - (1) During the course of pursuing contracts, and the course of Contract performance, Contractor 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 consultants of the District, or to any of their family members. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify the District of the possible violation. The District is entitled to request a representation letter from Contractor, its subcontractors or vendors at any time to disclose all things of value passing from Contractor, its subcontractors or vendors to District's personnel, its trustees, officers, agents, or consultants.
 - (2) The District may, by written notice to the Contractor, cancel the Agreement without liability to the Contractor 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 Contractor, or any agent, or representative of the Contractor, 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 Contractor in providing such gratuities.
- y. Sub-Contractor Contracts: The Contractor shall contract with each of its sub-contractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.

14. **Additional Services and Amendments:**

- a. **Amendments:** A form of amendment to the Agreement is attached. The description of Work to be performed, Budget (if applicable), Schedule, Contract Sum, and other details shall be provided in a completed Amendment, which on execution by the Contractor shall modify the Agreement.
- b. **Additional Service Proposal.** From time to time District may request that Contractor perform services in addition to those Services required or reasonably inferable herein (such services in addition are hereinafter called "Additional Services"). Each time that Contractor is requested to perform Additional Services, and prior to performing such Additional Services, Contractor shall complete and forward to District for acceptance by District an Additional Services Proposal in the form of Exhibit G attached hereto, which shall describe in detail the nature or scope of the Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Contractor is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Services. Contractor shall proceed only after written acceptance by District of the Additional Services Requisition and written approval from District to proceed, as described in 14 a, with an Authorized Transaction.
- c. If District concludes that all or part of the services described in the Additional Services Requisition are Services already required to be performed by Contractor pursuant to this Agreement or are reasonably inferable therefrom, then District shall notify Contractor of District's determination and District and Contractor shall attempt, in good faith, to resolve by negotiation their differences. If within seven (7) business days District and Contractor are unable to resolve their differences, then Contractor shall nevertheless perform the services requested by District as if the services were Services required to be performed pursuant to this Agreement, without prejudice, however, to Contractor's right to pursue a claim for compensation for such disputed services.
- d. Upon acceptance by District, each Additional Services Requisition and the services performed by Contractor pursuant to such Additional Services Requisition shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a required Service at the original execution of this Agreement.
- e. Contractor shall not be entitled to any increase in the Contract Sum because of Schedule extensions or delays, or changes in the scope of the proposed Project, unless such extensions, delays, or changes are material and significant, as determined by District at its reasonable discretion.

15. **Sales Tax Exemption.**

- a. The Contractor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction, and shall pay all taxes for which the Contractor may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.
- b. The Dallas Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may 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 Contractor in performing this Agreement with the Dallas Independent School District. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.
- c. Title to all items purchased under a resale certificate shall vest in the Dallas Independent School District at the time of initial possession by the Contractor and shall only be used in performance of this

Agreement. Contractor shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Contractor 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 Contractor. Any tangible personal property purchased under a resale certificate as described above and not fully used up in the performance of the Agreement shall remain with the District.

16. **Felony Conviction Notice, Criminal Background Check and Identification Badge**

- a. **Felony Conviction Notice:** Contractor 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 Contractor. Additionally, Contractor 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 8 Termination if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- b. **Criminal Background Check and Identification Badge:** Contractor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Contractor 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 Contractor 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. Contractor 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 Contractor's employees, agents, and subcontractors subject to Article 16 shall be identified by a photographic identification badge, issued by a District approved third party company at the Contractor'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. Contractor's violation of this section shall constitute a substantial failure under Article 8 Termination.
- c. If the Contractor 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.

17. **M/WBE Plan**

- a. Contractor, 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 Contractor, prior to the execution of this contract, shall report their M/WBE participation goal as a percent of the Contract Sum. During the performance of all Work under this Agreement, the Contractor 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 Contractor, and may conduct audits, to assure that the Plan is being, and was, followed. With each Contractor's application for payment, the Contractor shall report their updated M/WBE Plan and actual M/WBE participation information.
- b. Should Contractor propose the deletion of a M/WBE classified/certified subcontractor from its employ, the Contractor shall substitute a subcontractor of like classification/certification, and if

Contractor is unable to substitute a subcontractor of like classification, Contractor shall provide District with documentation of its best efforts to acquire the services of a M/WBE replacement firm.

18. **Agreement**

- a. The Agreement between the Parties consists of this Agreement, Exhibit A Services And Personnel To Be Provided By Contractor, Exhibit B Schedule, Exhibit C Payment For Services, Exhibit D Insurance For Contracts, Exhibit E MWBE Plan, Exhibit F Form of Monthly Certification, Exhibit G Additional Services Proposal Form, the Authorized Transaction documentation, the Purchase Order (including the reverse side), and if utilized in obtaining the services herein described, procurement documents; all attached hereto and incorporated here by reference.
- b. This Agreement supersedes all prior agreements, written or oral, between Contractor 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 Contractor.
- c. In the event of conflict, the following order of precedence shall be followed.

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

19. **Claims And Disputes**

- a. **Definition.** A Claim is any demand or assertion by the Contractor that it should be paid more money than the agreed Compensation for Basic or Additional Services but not limited to, any demand of assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that actions or omissions of the Owner have been wrongful related in any way to the Work, that there has been a breach of contract, or that Contractor is entitled to any other relief, on any legal or equitable theory, related to the Work or the Contract. This definition of Claim is not intended to create any right of action where the right of action does not otherwise exist under applicable law or other provisions of this Contract.
- b. **Notice Requirement.** Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Owner [**and Program Manager.**] [**Note – if not bond funded, remove “Program Manager” and add “District representative receiving services” or other appropriate individual here and elsewhere.**] The Notice shall clearly set out the specific matter of complaint, and the impact or damages, which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date this is reasonably possible. It is imperative that Owner have timely, specific Notice of any potential problem in order that the problem can be mitigated promptly.
- c. **Claim:** In addition to the Notice required by Subparagraph 19 b., the Contractor shall also file a document captioned "Claim" with the Owner [**and Program Manager**] within ninety (90) days after the occurrence of any event resulting in a Claim for damages, giving notice of the Claim, Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that

has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

- d. Procedure. After receipt of a Notice of Claim, the **[Program Manager]** shall have fourteen (14) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, the Owner and the **[Program Manager]** via facsimile, regular mail or hand delivery. If the Program Manager fails to render a decision in writing within the 14 days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the **[Program Manager's]** written decision, Contractor may file a written appeal of the decision to the Owner. The Owner shall have ten (10) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor and **[Program Manager]** via facsimile, regular mail or hand delivery. If the Owner fails to render a decision in writing within the 10 days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Owner's written decision, Contractor may file a written appeal of the decision with the Deputy Chief of Operations. Within fourteen (14) calendar days of the receipt of an appeal, an Appeals Board consisting of the [list titles of members of Appeals Board, retaining Legal Services. Do not include the individual District representative "receiving" or signing off on the services] [Deputy Chief of Operations, the Director of Design and Special Projects – Construction Services], and a representative of the offices of Legal Services shall render a written decision. The filing or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any Claim, excepting termination or under Owner's direction to stop the Work. Any Claim that would require expenditure in excess of \$10,000, or that would require a contract amendment, must be reviewed by the **[Program Manager]** and the Appeals Board using the appeals process described in this section. If resolution of the claim is not achieved, then the parties will proceed with procedures set out in 19 f. Pre-Litigation Mediation.
- e. Claims Handling Following [Construction] [Completion of Work] [select one]. The acceptance of final payment shall constitute a waiver of Claims by the Contractor, known or which could have been known through the exercise of reasonable care, which have not previously been identified in a Notice of Claim under 19 b. and a Claim under 19 c. and specifically reserved in final payment.
- f. Pre-Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Contractor. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this agreement without first submitting the Claim to Mediation.
- g. Calculating Claim Amount. In calculating the amount of any Claim, the following standards will apply:
- .1 No indirect or consequential damages will be allowed;
 - .2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned workload to actual workload, or any other analysis that is used to show damages indirectly;
 - .3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
 - .4 No damages will be allowed for home office overhead or other home office charges; and
 - .5 No profit will be allowed on any claim; and
 - .6 No Attorneys' Fees.
- h. Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written Notice of such injury or damage, whether or not insured, shall

be given to the other party as provided herein. The Notice shall provide sufficient detail to enable the other party to investigate the matter.

- i. Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for Consequential damages arising out of or relating to this Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8. Nothing contained in this Subparagraph 19 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Contract Documents.
- j. Texas Tort Claims Act. Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

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

20. **Contractor Conduct.**

- a. Sexual harassment of employees of the Contractor or employees or students of Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including dismissal.
- b. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Project shall relate to the results the Owner desires to obtain from the Project, and shall in no way affect Contractor's independent contractor status described herein.
- c. Contractor 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 Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor'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' property and immediate removal from the site. Repeated termination of Contractor's or Contractor's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.

21. **Communications With The District:**

21.1 VENDOR CONTACT WITH DISD 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.

21.2 VENDOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

Dallas ISD Board Policies CHE (LOCAL) and DBD (LOCAL) prohibits contractors from using of former Dallas ISD employees to work on, or have any involvement, in District-related business performed or provided by that contractor 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, consultants, and contractors 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 contractor.” – 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:

33.2.1 With the intent to influence; or

33.2.2 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 consultant or on behalf of a vendor or consultant 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.

22. Federal E-Rate Requirements and District Compliance Plan.

- a. Every contractor or vendor furnishing goods and services selected to participate in the District’s E-Rate program will be required to sign a contract with the District that includes the following provisions. Any contractor or vendor selected with an existing contract with the District will be required to agree to an amendment containing the same provisions.
- b. The Contractor expressly acknowledges:
 1. That the E-Rate Program is a federal program and that compliance with the E-Rate Program Rules and Requirements, including the obligations to comply with state and local procurement laws, applicable federal laws (e.g. the Commission’s rules and orders requiring a “fair and open” competitive bidding process free from conflicts of interest and inappropriate gift giving) and the instructions, notices, and certifications in the E-Rate Program application forms is a condition of receiving Universal Service Funds payments and of participation in the E-Rate Program;
 2. That USAC is obligated to recover funds disbursed in violation of E-Rate Program Rules and Requirements. See Federal-State Joint Board on Universal Service, Changes to the Board of Directors for the National Exchange Carrier Association, Inc., Schools and Libraries Universal Service Support Mechanism, Order on Reconsideration and Fourth Report and Order, CC Docket Nos. 96-45, 97-21, 02-6, 19 FCC Rcd 15252 (2004); Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order, 19 FCC Rcd 15808 (21204);
 3. That a vendor’s violation of E-Rate Program Rules and Requirements, including the requirements for a fair and open competitive bidding process, and the District’s E-Rate Compliance Policy, which incorporates the E-Rate Regulation, may be grounds for rescission of vendor contracts or even debarment depending on the severity of the violation and repetitive nature of the misconduct.
 4. That a vendor who violates any of these provisions may have a pending bid or proposal rejected, be excluded, or debarred from receiving future contracts and/or have an existing contract canceled.

5. That a vendor refrains 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.
 6. That the vendor complies with all state and local laws and District policies regarding conflict of interest and gifts of things of value, including the FCC's rules and requirements regarding "fair and open competition." The vendor completed all affidavits and questionnaires required by the District relating to conflict of interest and gifts in a complete and truthful manner.
 7. That the vendor will be required to submit each FCC Form 474 to Dallas ISD for review and approval before the Vendor submits the FCC Form 474 to USAC for payment.
- c. The vendor certifies to the District that within 60 calendar days of the beginning of the contract term:
1. The vendor's personnel handling Dallas ISD E-Rate Program matters have reviewed the rules and requirements governing the E-Rate Program;
 2. The vendor's personnel handling Dallas ISD E-Rate Program matters have reviewed training materials specified by USAC, including the information identified for service providers on the schools and libraries section of USAC's website, <http://www.usac.org/sl>, and the information in the Schools and Libraries Reference Area of the website;
 3. The vendor's personnel handling Dallas ISD E-Rate Program matters will make best efforts to attend USAC-sponsored training workshops;
 4. The vendor's personnel handling Dallas ISD E-Rate Program matters will subscribe to and timely review the weekly Schools and Libraries Newsbrief at <http://www.usac.org/sl/tools/news-briefs/Default.aspx>.
- d. The vendor certifies and warrants that it has complied in all respects with the requirement that the competitive bidding process for E-Rate goods and services was "fair and open" and consistent with the rules and requirements of the FCC.
- e. The vendor acknowledges that for a period of one year from June 25, 2009, all Applicable Dallas ISD Personnel shall be prohibited from accepting any gifts, meals, entertainment, or any other thing of value (except for items of little intrinsic value, such as greeting cards, key chains and pens) from any outside entity that provides or seeks to provide goods or services pursuant to the E-Rate Program. Thereafter Applicable Dallas ISD Personnel may only accept such gifts, items or other things of value to the extent consistent with applicable state, local and federal law, including E-Rate Program Rules and Requirements (e.g. the rules requiring "fair and open" competitive bidding process), the Dallas ISD ERCP and other school district policies. Violation of these rules by a vendor may result in termination of contracts and other sanctions.
- f. The vendor certifies that the district has not directly or indirectly solicited or accepted any gift, gratuity, favor, entertainment, loan, or any other thing of value from the vendor participating in or seeking to participate in the schools and libraries universal service program.
- g. The vendor certifies that, as a provider of eligible services, it shall not charge District a price above the lowest corresponding price of support services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a service provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined.
- h. Vendor and District shall retain all documents related to the application for, receipt, and delivery of discounted telecommunications and other supported services for at least 5 years after the last day of

service delivered in a particular Funding Year. Any other document that demonstrates compliance with the statutory or regulatory requirements for the schools and libraries mechanism shall be retained as well.

- i. Vendor agrees that any physical product delivered (i.e. network electronics, servers, switches, etc.) be delivered with a separate label (in addition to the District Fixed Asset tag) that will be the responsibility of the vendor to affix.
- j. Vendor agrees that the label affixed to all physical E-Rate products shall clearly identify each component as having been procured with E-Rate funds, and have appropriate notifications to users. Likewise, this label will carry an identifying E-Rate serial number.
- k. Vendor agrees that upon completion of labeling all physical E-Rate products, vendor will be responsible for documenting all hard goods installed under the project, including location, E-Rate serial number, model number, etc.
- l. Vendor certifies that the prices in any bid or response shall have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder, responder or competitor relating to those prices, the intention to submit a bid or response, or the methods or factors used to calculate the prices offered.
- m. Vendor certifies that the prices in any bid or response were not knowingly disclosed by the bidder or responder, directly or indirectly, to any other bidder, responder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law.
- n. Any questions from prospective vendors shall be directed to the Director of Purchasing for response, if any is required.
- o. Vendor certifies that there are no hidden terms, side agreements or payments, other undisclosed arrangements, or conflicts of interest that are inconsistent with general and state law, District policies, and the policies and requirements of the E-Rate Program.
- p. Vendor certifies that it was not involved in the preparation or certification of the entity's Form 470.
- q. Vendor certifies that it did not play any role in the development or writing of any portion of the specifications for the procurement. Any individual or entity who assists the District in any manner, directly or indirectly, in the development of any portion of a design specification shall not be permitted to participate in bid or any proposal or participate in any contract that relates in any way to the specifications with which the individual or entity assisted.
- r. A current E-rate vendor may assist in the development, preparation or drafting of a design specification but that vendor may not participate in any response submitted to the District or any contract that relates in any way to the specifications with which the individual or entity assisted.
- s. Vendor certifies that it has read and agrees to comply with the E-Rate Program Manual (Attached as Exhibit H).
- t. Vendor agrees to make the certifications regarding training and gift policies as contained in the E-Rate Compliance Agreement, and E-Rate Program Manual.
- u. No attempt has been made by the vendor to induce any other individual or entity to submit or not to submit an offer for the purpose of restricting competition.
- v. Vendor certifies that there has been no contact between any District employee and any employee, agent, or representative of the vendor before, during and after the pendency of an E-Rate procurement concerning the procurement.

- w. Vendor is required to update a Conflict of Interest Questionnaire, (Form “CIQ”) attached as Exhibit A to the E-Rate Program Manual, with the District not later than September 1 of each year in which a covered transaction is pending and by the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- x. Vendor certifies that a “Family Conflict of Interest Questionnaire”, attached as Exhibit B to the E-Rate Program Manual, must be completed for the sale or purchase of property, goods, or services. The due date is the seventh business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District.
- y. Vendor certifies that if it becomes aware of new facts or change of facts that would make a completed "Conflict of Interest Questionnaire" inaccurate, the vendor shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.
- z. Vendor certifies that it is required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor’s company and an officer of the District. The questionnaire is due no later than the seventh business day after the date that the person begins contract discussions or negotiations or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement.
- aa. Vendor certifies and agrees that vendor and prospective vendors, including their agents and representatives, are prohibited from giving any gift, meal, entertainment or any other item of value to any District employee participating in any way in E-Rate procurement. This prohibition extends to the members of the employee's immediate family, including spouse (or partner), children, parents, and siblings of the employee.
- bb. Vendor certifies that Dallas ISD may file a corrective Service Provider Identification Number (SPIN) change request, pre or post commitment, in order to fix a data entry error, reflect a merger or acquisition, or correct information that was not a result of Dallas ISD action. In addition, Dallas ISD may, post commitment only, file an operational SPIN change request to the extent allowed by state and local procurement rules and USAC rules and requirements. District shall notify vendor of its intent to change vendors prior to an operational SPIN change.

(Remainder of this page intentionally blank)

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

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

Contractor:

District:

Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

FOR THE CONTRACTOR

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

(PRINT NAME OF REPRESENTATIVE- SEE FOOTNOTE)

Signature:

Signature:

(CONTRACTOR REPRESENTATIVE SIGNATURE)

(DISTRICT REPRESENTATIVE SIGNATURE)

Title:

Title:

(TITLE OF CONTRACTOR'S REPRESENTATIVE)

(TITLE OF DISTRICT REPRESENTATIVE)

Notary Public:

Contractor's Attest:

Subscribed and sworn to before me this

_____ day of _____

By:

(SIGNATURE OF NOTARY PUBLIC)

(Notary Seal)

School Attorney:

Approved as to form.

By:

(SIGNATURE OF SCHOOL ATTORNEY)

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

EXHIBIT A
SERVICES AND PERSONNEL TO BE PROVIDED
BY CONTRACTOR

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

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

[Provide names of personnel and resumes.]

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

[Or reference in Addendum assigning work]

EXHIBIT B

SCHEDULE

[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 applicable review and comment times.]

[Provide names of personnel and resumes.]

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

[Or reference in Addendum assigning work]

EXHIBIT C

PAYMENT FOR SERVICES

Fee: [specify phased payments as appropriate. If fee is not a stipulated lump sum, include a guaranteed maximum or not to exceed amount.]

[Or reference in Addendum assigning work]

Compensation:

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

Travel Expenses:

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

Contract Sum: (Compensation + Travel Expenses)

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

Reimbursables; Not In Contract 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 Contractor as an overhead expense from any daily or hourly rate. Any and all travel expenses paid to the Contractor shall be included in the total payment to Contractor, unless otherwise specified.

EXHIBIT D

INSURANCE REQUIREMENTS

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

Contract and insurance requirement:

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

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

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

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

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

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

All Builders Risk Not required by Contractor

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

Contract and insurance requirement:

- Hold Harmless Agreement
- Contractual Coverage
- Products and Completed Operations Coverage
- Waiver of Subrogation

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

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

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

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

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

Umbrella Policy	\$1,000,000 per occurrence/ \$1,000,000 aggregate
All Builders Risk	Not required by Contractor

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

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

REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Contracts

Date: _____

Vendor: _____

Buyer: _____ Fax #: _____

Contract Amount: _____

Description of Service to be Provided: _____

General Liability Coverage - Approved Disapproved

Automobile Coverage - Approved Disapproved

Worker's Compensation - Approved Disapproved

Professional Error's & Omissions - Approved Disapproved

Umbrella Policy - Approved Disapproved

Payment/Performance Bond- Approved Disapproved

Reason(s) for disapproval: _____

Completed by: _____

RISK MANAGEMENT DEPARTMENT

Phone 214.932.5273 Fax 214.932.5288

LaRobinson@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]

EXHIBIT F

FORM OF MONTHLY CERTIFICATION

_____, 20__

Re: Agreement dated _____ and Amendment(s) # _____ (date) _____ (if applicable)

Please refer to the Agreement dated _____, 20__ between THE DALLAS INDEPENDENT SCHOOL DISTRICT ("District") and the undersigned ("Contractor") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Contractor is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

The Contractor, to the best of its actual knowledge and belief, based on the standard of care indicated in the Agreement, certify to the District that:

- (a) With respect to the Project, including sub-projects, and except for certain claims set forth in the Contractor's current pay application (a copy of such claims are attached hereto) or any other service provider's current application for payment (a copy of such claims are attached hereto), Contractor has no knowledge of, and is not aware of any facts and circumstances relating to, any claims which have arisen against the District in connection with the Project.
- (b) With respect to the Project, the Contractor has no knowledge of, and is not aware of any facts or circumstances relating to, any failure by the Contractor or service providers to disburse to applicable subcontractors or subcontractors all amounts due and payable for labor, materials, services and equipment furnished in connection with the Project. To the Contractor's best knowledge, information and belief, Contractor and Service Provider have disbursed to all applicable subcontractors and subcontractors all amounts due and payable for all labor, services, materials and equipment furnished in connection with the Project.
- (c) With respect to the Project, to the Contractor's best knowledge, information and belief, the Project and the work provided by the Contractor has progressed to the point indicated and represented on the Contractor's current pay application and service provider's current application for payment, furthermore, the Work provided for the Project is in compliance with the Contract and with all applicable laws governing the Project.
- (d) With respect to the Project, to the Contractor's best knowledge, information and belief, the Project and the work provided by the Contractor including that detailed in Exhibit A and any approved Additional Services has progressed in accordance with the Schedule in Exhibit B.
- (e) With respect to the Project, to the Contractor's best knowledge, information and belief, the Project and the work provided by the Contractor has progressed in accordance with the Contract Sum and Payment for Services in Exhibit C.

Sincerely,

By: _____
Name:
Title:

EXHIBIT G
ADDITIONAL SERVICES PROPOSAL FORM

_____, 20 _____

Re:

Dear Sir/Madam:

Please refer to the Agreement dated _____, 20__ between THE DALLAS INDEPENDENT SCHOOL DISTRICT ("District") and the undersigned ("Contractor") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Contractor is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

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

[Insert Description of Services]

2. Contractor agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed

[_____ Dollars (\$ _____)]

and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed

[_____ Dollars (\$ _____)]

3. Contractor will perform the services in accordance with any schedule attached hereto (attach schedule if applicable), but in any event not later than

_____ (_____)

calendar days after Contractor is authorized to proceed.

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which Contractor is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely,

[Contractor]

By: _____

Name: _____

Title: _____

Accepted this _____ day of _____, 20____. Contractor is authorized to
commence performance of the Additional Services _____, 20____.
on _____

[DISTRICT]

By: _____

Name: _____

Title: _____

EXHIBIT H

Dallas Independent School District E-Rate Program Manual

ATTACHMENT ONE
AMENDMENT TO CONTRACTOR AGREEMENT FORM

1. This Agreement to amend the Agreement between

[legal name w/ dba name of firm]

(“Contractor”) and the Dallas Independent School District (“District” or “Owner”) is effective the

[Enter date the Amendment is to be effective]

2. The Contractor and the Owner agree to amend that certain professional service Contract dated

[Enter the date from the master Agreement]

(“the Contract” or “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 amendment =

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

- 4. All other provisions of the Contract 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 Amendment to the Agreement.

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

FOR THE CONTRACTOR

FOR THE DISTRICT

By:

By:

(CONTRACTOR REPRESENTATIVE SIGNATURE)

AUTHORIZED REPRESENTATIVE

Dated: _____

Approved as to Form:

By:

(SCHOOL ATTORNEY)

END OF FORM OF AGREEMENT



DALLAS INDEPENDENT SCHOOL DISTRICT

E-RATE PROGRAM MANUAL

June, 2015

Changes to E-Rate Program Manual

Date	Reason For Change	Description of Change
May 2013	Policy Change	Added Part One: E-Rate Program Controls, Sections 1.0 – 1.19
May 2013	Policy Change	Part Two: Section 2.3 – Dallas ISD is imposing a thirty day time period for all RFPs unless waived by the E-Rate Compliance Officer.
May 2013	Policy Change	Part Two: Section 2.3 – Director of Purchasing determines need to extend RFP
May 2013	Policy Change	Part Two: Section 2.9 – Latest version of manual effective on Superintendent’s signature
January 2014	Update Manual	Changes to Titles for personnel as needed
January 2014	Update Manual	Changes to Department names as needed
January 2014	Update Manual	Part One: Section 1.7 – Annual District Timeline
January 2014	Update Manual	Part One: Section 1.9 – Contact Information
January 2014	Update Manual	Part Two: Section 2.8 - Reporting
January 2014	Update Manual	Part Two: Section 2.9 – Effective Date and Signatures
January 2014	Update Manual	Exhibit A: Board of Trustees – names and positions
June 2015	Update Manual	Board of Trustees (Exhibit A) Add Part Three – Asset Management Delete Technology Plan Requirement

DALLAS INDEPENDENT SCHOOL DISTRICT E-RATE PROGRAM MANUAL

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DALLAS INDEPENDENT SCHOOL DISTRICT E-RATE PROGRAM MANUAL

PART ONE: E-RATE PROGRAM CONTROLS

1.0 Statement of Purpose and Authority

These practices, procedures, and requirements shall govern the Dallas ISD E-Rate Program and are promulgated pursuant to the authority granted the E-Rate Compliance Officer pursuant to the Dallas ISD E-Rate Compliance Agreement, District Policy CAA (Local), and CAA (Regulation).

1.1 Internet Safety and Protection

The Children's Internet Protection Act (CIPA) requires recipients of federal technology funds for Internet access and/or internal connection services to comply with certain Internet filtering and policy requirements. A separate, but related provision of the Protecting Children in the 21st Century Act requires that policy include measures for educating minors about appropriate online behavior.

- The Technology Department is responsible for Internet filtering and utilizes this filtering to block access to visual depictions that might be deemed obscene, child pornography, or harmful to minors.
- The Counseling Services Department is responsible for the training and resources necessary to train staff to educate minors about appropriate online behavior and Cyberbullying.

1.2 Request For Proposal (RFP)

E-Rate eligible goods and services shall be purchased by Procurement Services using the District's RFP to solicit competitive proposals from the supplier community. Procurement Services and associated departments shall collaborate to compile the scope of each RFP related to the E-Rate Program. Vendors are specifically not allowed to participate in this phase of the E-Rate Program.

The RFPs shall correspond with the District's filing of its FCC Form 470 and must be open for at least 28 days in accordance with USAC rules. (However, Dallas ISD is imposing a thirty day time period for all RFPs unless waived by the E-Rate Compliance Officer - see Section 13.01). The solicitation shall be advertised publicly in accordance with Texas Education Code (TEC) 44.031(g). Any and all prospective suppliers must be allowed to submit proposals; service providers that do not yet have a Service Provider Identification number (SPIN) can still submit bids and be chosen to provide services. However, USAC will not be able to complete the review of a request or make a funding commitment without a SPIN. Therefore, suppliers must be registered with USAC and have obtained a SPIN number by February 15th so the District can timely file its FCC Forms and utilize the E-Rate Program.

FCC Form 470 shall describe specific services or functions for support, identify the correct category of services, identify recipients of services, and follow all applicable state and local procurement laws.

The E-Rate RFPs must contain specific language which clearly spells out the responsibilities and requirements incumbent upon an E-Rate Vendor/Service Supplier. An E-Rate Vendor/Service Supplier must be willing to comply with the following: a certification statement that they understand USAC rules and regulations, SPIN registration, Service Provider Annual Certification registration, E-Rate invoicing procedures pertaining to FCC Forms 472 and 474, conflict of interest requirements and other matters pertaining to the Compliance Agreement. The E-Rate Compliance Office shall coordinate such language with the Procurement Services and Legal Department.

In compliance with E-Rate Program Rules and District Policy, during the period of time the RFP process is open, communications regarding the open RFPs between District personnel, including Board members, and the supplier community is limited to the designated Procurement representative. Such communications must

assure open and fair competition with full disclosure to all RFP participants. The designated representative must be named in the RFP and shall function as the point of contact with the supplier community to handle all communications from vendors or other persons interested in the RFP during the course of the proposal and selection process. Said employee must document all such communications, whether telephonic, e-mail, or otherwise.

Further, the E-Rate RFPs must specify a due date, time, and place for the receipt of proposals. All bids received must be sealed.

In accordance with Procurement Services standard practice and TEC 44.031(g), proposal openings must occur after the (minimum) 28-day waiting period and are open to the public. (However, Dallas ISD is imposing a thirty day time period for all RFPs unless waived by the E-Rate Compliance Officer - see Section 13.01)

Participants in the preparation of the RFP shall provide their approval of the technical specifications and final RFP, with quality assurance approval from the E-Rate Director. Prior to submission, the FCC Form 470 shall also have the approval of the requesting department. All supporting documentation shall be retained with formal audit trails in accordance with the DOCUMENT RETENTION section of this regulation.

1.3 EVALUATION OF PROPOSALS

When bids are opened, the proposing company names must be documented on the Procurement Services approved form designated for this purpose.

Committees of representative stakeholders must evaluate the proposals. The committees must include knowledgeable personnel as designated by Procurement Services. The committees must be chaired and facilitated by a Procurement Service representative, who shall be responsible for all communications to and from the supplier community during the evaluation period and all documentation covering the proposal tabulation process.

The evaluation committees shall score each of the proposals that are submitted using a comparative, numerical system designed to promote open and fair competition. In accordance with USAC rules, price must be considered the most heavily weighted criterion in the evaluation, but other aspects of a supplier's effectiveness, such as quality of products and services, are also evaluated. A weighted system is used to gage the respective value of the various criteria. The weights may differ slightly from project to project but price will always carry the heaviest weight. For instance, a cabling installation project may have a heavier scope of services weight than a project for simple delivery of goods, but price will be the most heavily weighted criterion in either case. The following criteria shall be used to evaluate E-Rate projects.

- Scope of services offered, certifications, technical resources;
- Purchase price;
- Past experience with Dallas ISD/other K-12 districts;
- M/WBE participation;
- Completeness of proposal response; and
- Reputation, references, good workmanship, financial stability.

The evaluation committees shall work independently of other District management not on the committee, senior administration, and the Board of Education. The committee shall score each supplier, perform the calculations, and make recommendations in accordance with the data. Where the committee selects an RFP with higher than average pricing, a detailed explanation shall be documented. Procurement Services representative must assure that all aspects of TEC 44.031(b) are considered by the committee, thereby assuring compliance with state procurement laws.

A formal audit trail containing signatures of each evaluation committee member, dates of meetings and those in attendance, tabulation summaries of all bids (both winning and losing bids), and conclusions reached shall be maintained by a Procurement Service representative and the E-Rate Department in accordance with retention requirements in the DOCUMENT RETENTION section of this regulation.

The recommendations of the evaluation committee shall be reviewed and approved by the requesting department-head or designee, and the Procurement Services Director or designee or the E-Rate Program

Director or designee. Following that approval process, the recommendations will be prepared for the Dallas ISD School Board and presented to the Board for a vote. In any case, if the recommendations from the evaluation committee are overridden by any party for any reason, the committee shall communicate such to the E-Rate Compliance Officer. The committee members shall document the details of the override, including the overriding parties' name, the basis for the override and if the member believes or suspects any wrongdoing. The E-Rate Compliance Officer shall fully review and evaluate these actions and supporting data for possible communication to the federal regulators listed in the Compliance Agreement where necessary in accordance with the time frame specified in such agreement.

1.4 Contracting

Following Dallas ISD School Board approval, contracts are drafted and executed with the Board-awarded suppliers. The E-Rate Compliance Officer shall coordinate with the Legal Department to ensure the District's standard E-Rate contract form contains express language required by the Compliance Agreement for E-Rate matters. The E-Rate Legal Department shall review and approve such contracts to validate express language that suppliers understand and pledge to abide by USAC rules and regulations pertaining to E-Rate business and conflict of interest requirements, as well as any statements expressly required under the District's Compliance Agreement with the Federal Communications Commission.

The Procurement Services Executive Director, or designee, notifies the E-Rate Vendor/Service Provider that they have been awarded the winning bid. Approval signatories for the District's E-Rate are completed by the Procurement Services Department.

Following the execution of contracts, the E-Rate Director shall complete the FCC Form 471, naming the service providers who have been awarded contracts under this process. The E-Rate Director shall also be responsible for the preparation of supporting schedules to calculate the applicable discount level for each service requested using the percentage of students eligible for free and reduced lunches under the National School Lunch Program obtained from the District's Federal and State Compliance Department. The E-Rate Compliance Officer will submit the Form 471.

File copies of Form 471 shall contain the signature of all parties who contributed in preparing the document, supervisory review, quality assurance, compliance oversight, and formal approval parties. All supporting documentation shall be retained with formal audit trails in accordance with the DOCUMENT RETENTION section of this regulation.

1.5 Annual District Timeline for E-Rate Process

1. No later than June 1 – All E-Rate "Scope of Services" for the RFP should be delivered to the Procurement Department from requesting department
2. No later than August 31st – All RFP's and 470's should be posted
3. During the months of September and October – Evaluations should be completed
4. During the months of October, November, and December – Recommendations should be taken to the School Board
5. By end of January – All contracts should be negotiated, completed, signed, and sent to E-Rate Director
6. January and February – All Item 21s are due to E-Rate Director

The timeline above should be followed for all purchases seeking E-Rate reimbursements. Any exceptions should be submitted, in writing, to the E-Rate Compliance Officer for approval.

Deadlines for each step in the process should be met in order to facilitate a timely submission of Form 471. If a deadline cannot be met, the E-Rate Compliance Officer should be given a written notification (detailing the specific need to deviate from the timeline cited above) in order to seek alternative solutions.

1.6 Application Review By USAC

Responses to USAC inquiries and requests for additional information shall be coordinated by the E-Rate Director. Questions regarding verification of compliance matters specific the Compliance Agreement shall be coordinated with the E-Rate Compliance Officer. All responses and any supporting documentation shall be retained in accordance with the DOCUMENT RETENTION section of this regulation.

1.7 Funding Decision From USAC

A funding commitment decision letter is issued by USAC to communicate details of its decision to approve or deny the District's funding requests. The District may elect to purchase eligible E-Rate goods and services independently of USAC with Dallas ISD School Board approval.

1.8 Procurement Process

Individual requisitions and purchase orders must be subsequently entered in the District's financial system to authorize and release specific pieces of work or specific purchases of goods for delivery. The requisitions pertaining to E-Rate goods shall be identified by a specific category code. The E-Rate requisitions for goods are approved for funding by supervisory personnel in the Technology Department who did not prepare the requisitions and are approved for adherence to District technology standards by specified Technology personnel. E-Rate purchase orders shall be prepared by the buyer/senior buyer for E-Rate matters regarding specific purchases of goods for delivery. If any purchase exceeds \$50,000.00, it shall be approved pursuant to District Policy. Invoices pertaining to E-Rate Services (i.e. telephone, internet, etc.) will be paid by the Accounts Payable department. The E-Rate invoices for services are approved for funding by supervisory personnel in the Technology Department. A purchase order shall be assigned to each service so as to quickly identify that service for E-Rate reimbursement.

The E-Rate procurement process must follow all standard procurement policies and procedures, except where E-Rate requirements stated herein are more stringent.

1.9 Commencement of Services

The E-Rate Director, or designee, prepares FCC Form 486 to inform USAC that services have started. The E-Rate Compliance Officer approves and submits the form. File copies of FCC Form 486 shall contain the signature of all parties who contributed in preparing the document, supervisory review, quality assurance, compliance oversight, and formal approval parties. All supporting documentation shall be retained with formal audit trails in accordance with the DOCUMENT RETENTION section.

1.10 Invoicing

Any E-Rate Vendor/Service Provider that enters into a contract involving E-Rate funds with the District must adjust its billing policies and procedures to conform to the payment requirements of the USAC and E-Rate Program Rules. One of two invoicing methods shall be utilized: a) FCC Form 472 where the District pays the in-voice upfront and completes documentation for USAC to reimburse the District, or b) FCC Form 474 where the District pays the non-discounted portion of an invoice and USAC pays the discounted portion. In the case of FCC Form 474, the following rules shall apply:

1. Invoices shall contain all goods and services provided by the E-Rate Vendor/Service Provider and shall reflect all charges to both the District and USAC. This invoice must contain a comprehensive itemization of all charges and clearly set forth the appropriate percentage of payments due from USAC and the District.
2. Invoices shall itemize all E-Rate eligible and ineligible goods and/or services being procured per the corresponding purchase order.
3. Invoices shall be submitted to and reviewed by the District prior to submission of the invoice to USAC. The District shall review all such E-Rate invoices within ten business days from their receipt by the Technology Department. The E-Rate Vendor/Service Provider shall only be permitted to submit the invoice to USAC after receiving written approval from the District. As a preventive control, the Director

of E-Rate shall enroll in the USAC "invoice check process", which requires the District to certify such invoices prior to USAC payment.

4. Invoices shall be free of variances between items delivered and items billed. If variances are found, the District will notify the E-Rate Vendor/Service Provider of such variances and that the invoice has not been approved. Corrected invoices must be re-submitted.

1.11 Invoice Matching and Approval

Free goods or services shall be excluded from the E-Rate process. In addition, such invoices shall not be inflated to cover the cost of free goods or services.

The District is prohibited from allowing an E-Rate Vendor/Service Provider to pay any portion of the District's allocated invoice (i.e., non-discounted portion pertaining to FCC Form 474 invoices).

Any benefit from pre-payment discounts shall be submitted to USAC.

The District shall pay its portion of an invoice no later than the time USAC makes its payment to the E-Rate Vendor/Service Provider. Deferred payment plans will jeopardize a funding request.

Prior to payment, an authorized employee of the Technology Department shall inspect the receipt, installation, and/or quality of work performed by an E-Rate Vendor/Service Provider and evidence such review by signature on the appropriate file copies which shall be submitted to the E-Rate Director for retention in accordance with the DOCUMENT RETENTION section of this regulation.

For exceptions identified during the invoice matching process, the buyer or designee, for E-Rate matters shall coordinate a resolution with the E-Rate Vendor/Service Provider. Where applicable, a revised invoice shall be submitted to the District or the service work revised to allow re-inspection by the Technology Department.

1.12 Invoice Disputes

Invoice disputes shall be escalated by the Accounting Department, who shall consult with the Chief Financial Officer and E-Rate Vendor/Service Provider as applicable to resolve such matters in a timely fashion.

1.13 General Internal Control Requirements

At a minimum, the District shall adhere to the following approval matrix for E-Rate matters initiated after the approval date of this regulation. Compliance oversight shall be the responsibility of the E-Rate Compliance Officer. The District may also request the services of an external consultant on certain E-Rate matters for an added layer of quality assurance. In addition, the Director of E-Rate, or designee, shall create and maintain documentation per the table of contents shown on the USAC Web site.

Document	Preparer Sign-off	Supervisor Sign-off	Quality Assurance Sign-off	Final Release to USAC
USAC Forms & Attachments	E-Rate Director and IT Dept.	N/A	E-Rate Compliance Officer	E-Rate Compliance Officer
Competitive Bidding Documents	Procurement Services	Procurement Services Executive Director	Internal Auditor	E-Rate Director (PIA process)
Response to PIA Process	E-Rate Director &/or IT Dept.	N/A	E-Rate Compliance Officer	E-Rate Director
Invoice Analysis for Payment	IT Department	IT Director	Assistant Superintendent for IT	E-Rate Director

1.14 Document Retention

The E-Rate Compliance Officer, or designee, shall retain documents (i) as required by 47 CFR 54.516, and (ii) in accordance with the guidance in the *Schools and Libraries Universal Service Support Mechanism*, Fifth Report and Order, 19 FCC Rcd 15808, 15823-25 (2004) or such subsequent additional guidance as the FCC may provide. In addition, the District shall retain all documents that are related to performance under this E-Rate Compliance Agreement, including documents relevant to determining compliance or noncompliance. Such documents shall be retained for at least five years following the expiration of the Compliance Agreement, and longer if E-Rate contracts executed between Funding Year 2011 and Funding Year 2014 remain in effect.

The E-Rate Department will have a copy of all documents relative to E-Rate. In addition, each Department will keep copies of their documents, relative to E-Rate, thus having duplication of all E-Rate documentation required.

E-rate records retention is an action-based retention period (last date of service plus five years). All E-Rate records should not ship to the Records Center before the required action takes place and these records become inactive. Active records should remain with the owning department or campus. The record retention process must follow all Dallas ISD policies and procedures, except where E-Rate requirements stated herein are more stringent.

1.15 Consequences of Noncompliance

Noncompliance with the District’s E-Rate Policy or E-Rate Program Rules may be grounds for disciplinary action, including but not limited to, criminal and civil prosecution, warning, censure, reprimand, suspension, loss of pay and dismissal, cancellation of contracts/commitments, recoupment of disbursed E-Rate funds, and suspension/debarment from the E-Rate Program.

1.16 Remedies for Noncompliance

The E-Rate Compliance Officer shall communicate and consult with the District’s Legal Services Department, outside counsel, Superintendent, and/or the Dallas ISD School Board or USAC where appropriate, to address the following areas, as necessary:

1. Material noncompliance or violations of the Compliance Agreement or E-Rate Program Rules;
2. Suspension of funding;
3. Request for deadline extension; and
4. Appeal process.

1.17 Contact Information

For questions relating to this regulation or any E-Rate matter, or to report any known, alleged, or suspected noncompliance with E-Rate Program Rules or the District’s Compliance Policy, please contact the following:

The Dallas ISD E-Rate Hotline at 1-800-530-1608

PART TWO: PROCUREMENTS, CONFLICTS OF INTEREST AND GIFTS

2.0 Statement of Purpose and Authority

- These practices, procedures and requirements shall govern the procurement of all goods and services for which e-rate funding will be sought in whole or in part. These practices, procedures and requirements are intended to ensure that all E-Rate Program activities are conducted in accordance with all state and local procurement and other applicable laws (including those relating to competitive bidding procedures), Dallas ISD conflict of interest and gift policies, and E-Rate Program rules and requirements, including the Commission's rules and orders requiring fair and open competitive bidding process.
- These practices and procedures are promulgated pursuant to the authority granted the E-Rate Compliance Officer pursuant to the Dallas ISD E-Rate Compliance Agreement, District Policy CAA (Local), and CAA (Regulation).

2.1 Procurement Method

All contracts for goods and/or services to be funded in whole or in part with E-Rate program funding shall be procured in accordance with District policy, Texas law, and the rules and requirements governing the E-Rate Program.

All contracts for goods and/or services to be funded in whole or in part with E-Rate program funding shall be awarded only as a result of a fair and open competitive bidding process.

2.2 Specifications for Goods and Services

The Executive Director of Procurement Services, or designee, shall be responsible for development of design specifications for E-Rate procurements. The Executive Director of Procurement Services, or designee, shall consult with the Executive Director of Information Technology Services, or designee, in developing the specifications.

Design specifications and pricing shall be consistent with the applicable bid request and technology plan.

No individual or entity who is likely to participate in an upcoming procurement shall play any role in the development or writing of any portion of the specifications for the upcoming procurement. Any individual or entity who assists the District in any manner, directly or indirectly, in the development of any portion of a design specification shall not be permitted to participate in bid or any proposal or participate in any contract that relates in any way to the specifications with which the individual or entity assisted.

A current E-rate vendor may assist in the development, preparation or drafting of a design specification but that vendor may not participate in any response submitted to the District or any contract that relates in any way to the specifications with which the individual or entity assisted.

2.3 E-Rate Procurement Documents

All procurements shall remain open at least the minimum period of time required by E-Rate Program rules. Dallas ISD is imposing a thirty day time period for all RFPs unless waived by the E-Rate Compliance Officer. Addenda to bid documents or requests for proposal that do not materially change the bid document or RFP will not necessarily extend the time for response, however the Executive Director of Procurement Services determines any such

need for extension.

The Executive Director of Procurement Services, or designee, shall determine the criteria to be used in evaluating the responses to bids and RFP's. The criteria shall be consistent with District policy, Texas law and the rules and requirements of the E-Rate Program.

The Executive Director of Procurement Services, or designee, shall determine the weighting to be given the criteria used to evaluate responders. Price must weigh more heavily than any other factor, but price need not be weighted at fifty percent (50%) or more of the criteria.

The criteria to be used in evaluating the responses to bids and RFP's and the weighting to be given the criteria shall be published in the bid or RFP.

To the extent practicable bid documents and RFP's shall contain contracts or contract language with which the responder is expected to agree and sign.

E-Rate Rider ("Effective June 25, 2009, the District entered a Settlement Agreement with the United States of America through the Department of Justice and the Federal Communications Commission resolving an investigation into certain aspects of the District's participation in the Schools and Libraries Program of the Universal Service Fund, commonly known as the E-Rate Program. As part of that settlement the District agreed to an E-Rate Compliance Plan and the Board of Trustees adopted an E-Rate Compliance Policy (which may be found in Board Policy CAA (Local)). In addition, the Superintendent of Schools on August 18, 2009 signed a new E-Rate Program Regulation (which may be found at CAA (Regulation)). The obligations outlined in these documents apply for three E-Rate funding years (that is, those beginning July 1, 2009, July 1, 2010, and July 1, 2011) with a sixty day extension, unless the District fails to substantially comply with the requirements, in which case the period of application will be extended. These obligations extend to contracts between the District and its E-Rate vendors.")

All bid documents and RFP's shall contain the following language:

Every vendor of goods and services selected to participate in the District's E-Rate program will be required to sign a contract with the District that includes the following provisions. Any vendor selected with an existing contract with the District will be required to agree to an amendment containing the same provision

1. The vendor must expressly acknowledge:
 - a) That the E-Rate Program is a federal program and that compliance with the E-Rate Program Rules and Requirements, including the obligations to comply with state and local procurement laws, applicable federal laws (e.g. the Commission's rules and orders requiring a "fair and open" competitive bidding process free from conflicts of interest and inappropriate gift giving) and the instructions, notices, and certifications in the E-Rate Program application forms is a condition of receiving Universal Service Funds payments and of participation in the E-Rate Program;
 - b) That USAC is obligated to recover funds disbursed in violation of E-Rate Program Rules and Requirements. See Federal-State Joint Board on Universal Service, Changes to the Board of Directors for the National Exchange Carrier Association, Inc., Schools and Libraries Universal Service Support Mechanism, Order on Reconsideration and Fourth Report and Order, CC Docket Nos. 96-45, 97-21, 02-6, 19 FCC Rcd 15252 (2004); Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order, 19 FCC Rcd 15808 (21204);
 - c) That a vendor's violation of E-Rate Program Rules and Requirements, including the requirements for a fair and open competitive bidding process, and the District's E-Rate Compliance Policy, which incorporates the E-Rate Regulation, may be grounds for rescission of vendor contracts or even debarment depending on the severity of the violation and repetitive nature of the misconduct.
 - d) That the vendor will be required to submit each FCC Form 474 to Dallas ISD for review and approval before the Vendor submits the FCC Form 474 to USAC for payment.

2. The vendor must certify to the District that within 60 calendar days of the beginning of the contract term:
 - a) The vendor's personnel who will be handling Dallas ISD E-Rate Program matters have reviewed the rules and requirements governing the E-Rate Program;
 - b) The vendor's personnel who will be handling Dallas ISD E-Rate Program matters have reviewed training materials specified by USAC, including the information identified for service providers on the schools and libraries section of USAC's website, <http://www.usac.org/sld>, and the information in the Schools and Libraries Reference Area of the website;
 - c) The vendor's personnel who will be handling Dallas ISD E-Rate Program matters will make best efforts to attend USAC-sponsored training workshops;
 - d) The vendor's personnel who will be handling Dallas ISD E-Rate Program matters will subscribe to and timely review the weekly Schools and Libraries Newsbrief at <http://www.usac.org/sl/tools/news-briefs/Default.aspx>.
 - e) The vendor will represent and warrant that it has complied in all respects with the requirement that the competitive bidding process for E-Rate goods and services was "fair and open" and consistent with the rules and requirements of the FCC.
3. The vendor will acknowledge that for a period of one year from June 25, 2009, all Applicable Dallas ISD Personnel shall be prohibited from accepting any gifts, meals, entertainment, or any other thing of value (except for items of little intrinsic value, such as greeting cards, key chains and pens) from any outside entity that provides or seeks to provide goods or services pursuant to the E-Rate Program. (This will continue until the Compliance Agreement is no longer in effect.) Thereafter Applicable Dallas ISD Personnel may only accept such gifts, items or other things of value to the extent consistent with applicable state, local and federal law, including E-Rate Program Rules and Requirements (e.g. the rules requiring "fair and open" competitive bidding process), the Dallas ISD ERCP and other school district policies. Violation of these rules by a vendor may result in termination of contracts and other sanctions."

The procurement documents will include a requirement that any physical product delivered (i.e. network electronics, servers, switches, etc.) be delivered with a separate label (in addition to the District Fixed Asset tag) that will be the responsibility of the vendor to affix. This label will clearly identify each component as having been procured with E-Rate funds, and have appropriate notifications to users. Likewise, this label will carry an identifying applicable FRN number. Upon completion of the project, the vendor will be responsible for documenting all hard goods installed under the project, including location, FRN number, model number, etc.

24 Receipt and Evaluation of Responses to E-Rate Procurements

All responses to E-Rate procurements shall be received at the time, at the place and in the manner specified in the bid document or the RFP. The Executive Director of Procurement Services, or designee, shall make the determination whether a vendor response shall be accepted and deemed responsive or not.

All responses to E-Rate program procurements shall be evaluated by a team of at least five evaluators. The Executive Director of Procurement Services, or designee, shall solicit and approve names for the evaluators. In addition, at least one non-voting representative shall come from the Department requesting services and at least one shall be from the Procurement Services Department. All evaluators will have received training on the rules and requirements of the E-Rate Program. Every evaluator will sign a conflict of interest form before receiving copies of the responses received from responders.

The Identity of the evaluation committee shall be public; however, the scoring of responses shall be done anonymously, with only the total score for each vendor being published. The Executive Director of Procurement Services, or a designee, who is not an evaluator shall

oversee the evaluation and shall calculate the scores given by each evaluator.

The selected bid shall be consistent with the bid request.

All bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers but price must be the primary factor considered.

The prices in any bid or response shall have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder, responder or competitor relating to those prices, the intention to submit a bid or response, or the methods or factors used to calculate the prices offered.

The prices in any bid or response will not be knowingly disclosed by the bidder or responder, directly or indirectly, to any other bidder, responder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law.

No attempt will be made by any individual or entity to induce any other individual or entity to submit or not to submit an offer for the purpose of restricting competition.

The Executive Director of Procurement Services, or designee, shall require that any lower cost response than the recommendation of the committee be fully documented as being an inferior value to the District.

The Executive Director of Procurement Services, or designee, shall require complete documentation of any "value add" response to ensure that it represents a clear improvement in value to the District.

Based strictly upon the evaluations the evaluation committee shall recommend one or more responders to be selected. The evaluation committee may also recommend that no responder be selected. The recommendation of the evaluation committee is only a recommendation to the Board of Trustees. The Board of Trustees shall make the decision which one or more responder should be awarded a contract. The Board of Trustees may also decide to make no award.

Protests of any decision or action relating to a procurement process shall be handled in accordance with Board policy.

2.5 Vendor Communications

Before, during and after the pendency of any E-Rate procurement, any questions from prospective vendors (including their employees, agents, or representatives or anyone acting on their behalf) shall be directed to the Executive Director of Procurement Services, or designee, for response, if any is required. Except as provided above, there shall be no contact between any District employee and any employee, agent or representative of a prospective vendor before, during and after the pendency of an E-Rate procurement concerning the procurement.

Prospective vendors (including their employees, agents, or representatives or anyone acting on their behalf) shall refrain from communicating directly or indirectly with individual members of the Board of Trustees before, during and after the pendency of an E-Rate procurement concerning the procurement.

Any communication between a current E-Rate vendor and the District shall be strictly limited to the subject of the on-going District business with the vendor.

2.6 Vendor Conflicts of Interest

All prospective E-Rate vendors shall certify that there are no hidden terms, side agreements or payments, other undisclosed arrangements, or conflicts of interest that are

inconsistent with general and state law, District policies, and the policies and requirements of the E-Rate Program.

All prospective E-Rate vendors shall fill out and turn in with bid responses the conflict of interest questionnaire required by the State of Texas. See Exhibit A attached.

All prospective E-Rate vendors shall fill out and turn in with bid responses the District's conflict of interest questionnaires, including disclosure of family interest. See Exhibit B attached.

Failure to fill out and timely return any required conflict of interest questionnaire or form may be grounds for disqualification of a vendor from further consideration in the pending procurement.

2.7 Gifts

Vendors and prospective vendors, including their agents and representatives, are prohibited from giving any gift, meal, entertainment or any other item of value to any District employee participating in any way in an E-Rate procurement.

This prohibition extends to the members of the employee's immediate family, including spouse (or partner), children, parents, and siblings of the employee.

District employees involved in any manner with any E-Rate procurement are strictly prohibited from accepting any gift, meal, entertainment or any other item of value from any vendor or prospective vendor.

This prohibition extends to the members of the employee's immediate family, including spouse (or partner), children, parents, and siblings of the employee.

2.8 E-Rate Eligible Employee Agreement, Conflicts of Interest, and Reporting Requirements

E-Rate Eligible Employees (EEE) includes individuals or entities that:

1. Determine whether goods or services are eligible for support under the E-Rate Program;
2. Prepare bids;
3. Communicate and/or work with E-Rate service providers, E-Rate consultants, or USAC;
4. Perform other contractual activities related to the E-Rate program;
5. Prepare, review, approve, sign or submit E-Rate applications, technology plans or other forms related to the E-Rate Program; and
6. Are responsible for auditing and monitoring the District's compliance with the terms of the E-Rate Compliance Agreement and with E-Rate Program Rules and Requirements, as well as for establishing contractual and other requirements to ensure training of contractors, consultants, and other entities or individuals substantively involved on behalf of the District with the E-Rate Program. See CAA (Local).

Members of the EEE shall sign the "Dallas Independent School District Agreement to Certain Rules Governing Dallas ISD E-Rate Eligible Employee" ("E-Rate Eligible Employee Agreement") before being eligible to participate in the E-Rate Program. See Exhibit C attached.

Members of the EEE are prohibited from participating in contracts with E-Rate Vendors where there is a relationship that presents a conflict of interest, including family relationships and substantial business relationships as defined in the E-Rate Eligible Employee Agreement. See Exhibit C attached.

Members of the EEE are required to disclose conflicts of interest with current and prospective E-Rate Vendors by completing a Conflict of Interest Disclosure Affidavit and submitting the same to the Executive Director of Procurement Services as soon as possible after the member of the EEE becomes aware of the conflict of interest.

Any District employee who knows or suspects that with regard to any E-Rate program procurement there has been a violation of these policies, procedures and requirements, or of District policy, or of Texas law, or of the rules and requirements of the E-Rate program shall report the knowledge or suspicion to one or more of the following: the employee's direct

supervisor; the E-Rate Compliance Officer; the District's Office of Professional Responsibility; the District's internal auditor; or the E-Rate whistle-blower hotline number listed on the District's web site.

Any District employee must immediately report all suspected violations to either the District's E-Rate Compliance Officer (ERCO) or the District's E-Rate Hotline at 1-800-530-1608. Upon receipt of any suspected E-Rate violation, the District's ERCO will contact the appropriate FCC/USAC official concerning the suspected violation in accordance with District Policy.

The report may be made anonymously.

PART THREE: ASSET MANAGEMENT

3.0 Statement of Purpose and Authority

- The purpose of the ITS ("Network Services") E-Rate Asset and Inventory Process is to provide procedures for identifying and tracking E-Rate qualified technology equipment district-wide.
- The inventory process generally includes receiving, temporary storage, labeling and storage, withdrawal, issue, and movement of the item through work-in-process routine. It also involves tracking the item's movement at various stages and maintaining records of those events and their effects. Without processes there can be delayed IT projects, lost revenue, security breaches leading to non-compliance fines, failed audits and productivity loss. The policy procedures are provided to aid and ensure accountability and responsibility.
- These practices and procedures are promulgated pursuant to the authority granted the E-Rate Compliance Officer pursuant to the Dallas ISD E-Rate Compliance Agreement, District Policy CAA (Local), and CAA (Regulation) and the E-Rate Compliance Policy (Compliance Agreement).

3.1 Network Services Process Compliance

Network Services E-Rate Coordinator works in conjunction with Network Services Exec. Director, Network Services Director, Network Services Manager of Bond Services, Network Services Technician E-Rate Inventory, and the E-Rate Department to the defined process by all stakeholders as required to assure the effectiveness and efficiency of this process to pass annual external audits as directed by the E-Rate Compliance Agreement. (See guidelines for "ITS E-RATE ASSET AND INVENTORY PROCESS" at: <http://www.dallasisd.org/Page/8161>)

3.2 Network Services Process Activities

Installation

1. Dallas ISD's Service Center 1 will receive shipment, secure then transport to appropriate campus
2. Vendor will, configure, and affix E-Rate Asset Tags to devices as well as clearly identify inventory by the funding request number (FRN) and E-rate Year it was purchased.
3. After the walkthrough to audit installed devices, Vendor will provide inventory and closing binder upon receipt by Dallas ISD for verification of installed devices and cabling.

Inventory Documentation

1. All information must be logged into DALLAS ISD E-rate inventory tracking system using the following criterion:
 - A. E-rate funding year of purchased is clearly tagged permanently on each item.
 - B. Serial Number of item.
 - C. Location where item is located.
 - D. Funding Request Number tagged permanently on each item
 - E. Description of Item.
 - F. When item was installed.
 - G. Where item was installed.
 - H. The signature of an authorized DALLAS ISD technology agent confirms receipt of the installed inventory.

Inventory Maintenance

1. E-Rate Inventory personnel creates initial master inventory to include serial number, school name, purchase order number, FRN, and asset tag number in E-Rate database.
2. Inventory counts are performed as per policy to identify missing assets regularly.
3. All missing assets will be reported within the required timeframes per the Compliance Agreement to the ERCO, the Superintendent, the FCC, and USAC.

Redeployment

1. Inventory of removed and redeployed devices prepared by vendor to include
 - A. location where device was removed
 - B. date of removal
 - C. FRN
 - D. new E-Rate eligible installation site
 - E. completion date of installation.
 - F. serial number
2. The device will be redeployed to another school that was listed on the Block 4 of the Form 471.
3. The redeployed device must be redeployed and operating in an E-Rate eligible school.

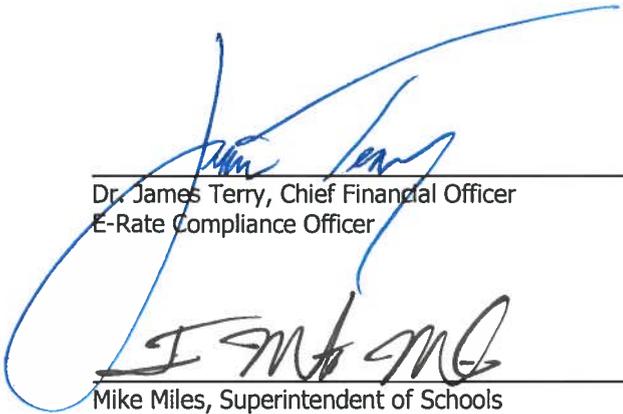
4. E-Rate rules do not allow for uninstalled devices to be kept in a warehouse.
 - Notification to USAC of equipment movement only has to occur when equipment is moved from an eligible location to a location that was not on the Form 471.
 - If equipment is moved from a school that is listed on the Form 471, Block 4 to another school that is listed on the Form 471, Block 4, USAC will not to be notified of the transfer.

Record Retention

1. Vendor will submit electronic copy of the Asset Load spreadsheet with the final deliverables
2. "Removed and Redeployed" inventory is documented on the E-Rate Inventory Management Spreadsheet and Hayes database to include:
 - A. location where device was removed
 - B. date of removal
 - C. serial number
3. A Fixed Asset Register shall be properly implemented to identify all equipment purchased with E-Rate funding for a period of 10 years and shall mirror the USAC suggested fields to be included in the E-Rate Fixed Asset Register.

4.0 Effective Date

These policies, procedures and requirements originally became effective on November 23, 2009 and have been amended with the latest version as of the date of the Superintendent's signature. The provisions in this manual shall remain in effect until rescinded or amended in writing duly authorized.



Dr. James Terry, Chief Financial Officer
E-Rate Compliance Officer

6/2/2015
Date:

Mike Miles, Superintendent of Schools

6/4/15
Date

**EXHIBIT A: Conflict of Interest Disclosure Statement
and Conflict of Interest Questionnaire, CIQ Form**

Notice to Vendors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Vendors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor's company and an officer of the District.

Conflicts of interest exist if:

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

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Vendor also shall file an updated questionnaire
 - a. not later than September 1 of each year in which a covered transaction is pending, and
 - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

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

Board of Trustee Members of the Dallas Independent School District can be found on the Dallas ISD Website:
<http://www.dallasisd.org/domain/447>

Mike Miles, Superintendent of Schools

If you are required to file, send the completed form to Dallas Independent School District, Procurement Services Department, 3700 Ross Avenue, Box 89, Dallas, Texas 75204.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person seeking to do business with local governmental entity

**FORM
CIQ**

Name of Person Completing Form:

(Required Field)

Name of Company Completing Form:

(Required Field)

**OFFICE USE
ONLY**

Date Received:

/ /

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1

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

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship:

(List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has affiliation or business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Check here if you are **NOT** reporting a conflict with any government officer of Dallas ISD

5

Signature (Required)

Date

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE

EXHIBIT B: Family Conflict of Interest Questionnaire

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

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

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

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

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

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

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

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

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

Individual: _____ Date: _____

Entity: _____

By: _____ Date: _____
Signature

Title: _____

Certified this ____ day of _____, 20____, by _____
Notary Public in and for the State of Texas.

**EXHIBIT C: Dallas Independent School District
Agreement to Certain Rules Governing
Dallas ISD E-Rate Eligible Employee**

DALLAS INDEPENDENT SCHOOL DISTRICT
AGREEMENT TO CERTAIN RULES GOVERNING DALLAS ISD
E-RATE ELIGIBLE EMPLOYEE

I, _____, have agreed to serve as an E-rate Eligible Employee (EEE) at Dallas Independent School District (“District”). I have read this Agreement to Certain Rules Governing Dallas ISD ERATE ELIGIBLE EMPLOYEE (“Agreement”) and affirm that I understand this Agreement. I state and affirm upon my oath that, at all times while serving as a member of the EEE, I will follow the Agreement as well as any additional requirements that may be required by the District or the rules relating to the E-Rate program.

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

Substantial Business Relationship with an entity means:

- Employee, officer or director of the entity;
- Ownership of ten percent or more of the voting stock or shares of the business entity;
- Ownership of ten percent or more of the fair market value of the business entity;
- Ownership of \$15,000 or more of the fair market value of the business entity;
- Funds received from the business entity exceed ten percent of the individual’s gross income for the previous year.

1. I agree that so far as I am concerned these rules apply to myself and to any member of my family as defined here.
2. I affirm that neither I nor any member of my family as defined herein has a substantial business relationship as defined herein with any current vendor(s) of technology goods and/ or services to the District.
3. Should I or any member of my family develop a substantial business relationship with a current vendor(s) of technology goods and/ or services to the District, I will within seven (7) business days notify the District’s Chief Compliance Officer/E-Rate Compliance Officer (ERCO).
4. I have completed the Conflict of Interest Disclosure Affidavit and have identified any potential vendor(s) of technology goods and/ or services to the Dallas Independent School District in which I or a member of my family as defined in this document has a significant business relationship.
5. Should I or any member of my family develop a substantial business relationship with a previously unidentified potential vendor(s) of technology goods and/ or services to the District, I will within seven (7) business days submit an amended Conflict of Interest Disclosure Affidavit and notify the Chairman of the Committee, the District’s Director of Purchasing and the District’s Director of Technology Services.

6. I affirm that I will treat all information I receive from the District relating to the District's technology goods and services, including plans regarding technology goods and services as confidential.
7. I affirm that I will not share any information I receive from the District relating to the District's technology goods and services, including plans regarding technology goods and services with anyone else, including but not limited to any member of my family or any entity that sells technology goods/and or services with which I or any member of my family has any relationship.
8. I affirm that I will not make any use of any information I receive from the District as an employee of the District to further the interests of any person or entity other than the District.
9. I am generally aware of the federal statute and rules regulating the E-rate program. I understand that the E-Rate rules require a fair and open competitive bidding process and that the District must conduct a fair and open competitive bidding process, consistent with all requirements relating to the E-Rate program. I understand all potential bidders and service providers must have access to the same information and must be treated in the same manner throughout the procurement process; that requirements or specifications must be available to all potential providers at the same time and in a uniform manner; and that it is a violation of the competitive bidding rules if the District has a relationship with a service provider that would unfairly influence the outcome of a competition or would furnish the services provider with 'inside' information. I agree that should my activity as a employee of the District raise a question about potential violation of these rules, any potential vendor of technology goods and/or services with whom I or a member of my family has a significant business relationship will be disqualified from participating in District procurements or contracts of technology goods/ and or services.
10. I will not seek access to nor receive from the District information that might be construed as giving a potential bidder inside information. I will not advise the District of specifications or receive information about specifications ahead of other potential bidders. If I do so, I understand that any potential vendor of technology goods and/or services with whom I or a member of my family has a significant business relationship will be disqualified from participating in District procurements or contracts of technology goods/ and or services.
11. I affirm that I may discuss new technologies with the District, but that I will not provide:
 - Any vendor-specific language for any District RFP's or form 470's;
 - Any template RFP's or forms 470;
 - Any assistance with any RFP or bid;
 - Any assistance in determining the types of service the District will seek on a procurement or bid or form 470;
 - Any assistance to the District with the filling out of the 470's.If I do so, I understand that any potential vendor of technology goods and/or services with whom I or a member of my family has a significant business relationship will be disqualified from participating in District procurements or contracts of technology goods/ and or services.
12. I understand that for the life of the E-rate Compliance agreement, all Dallas ISD E-rate Eligible Employee's will abide by the E-rate Compliance Agreement's gift policy as stated as applicable for the first year of the E-rate Compliance Agreement.
13. I understand that it is a crime to offer, confer, or agree to confer or solicit, accept or agree to accept from another any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other

exercise of discretion as a public servant. Benefit means anything reasonably regarded as economic gain or advantage, including benefit to any other person in whose welfare the beneficiary is interested.

14. I understand that it is a crime for a public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government to solicit, accept or agree to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
15. I understand that it is a crime for an individual to offer, confer, or agree to confer any benefit on a public servant that he or she knows the public servant is prohibited by law from accepting.
16. I understand that federal law contains a number of provisions that make similar types of misconduct, and conspiracy to commit such prohibited misconduct, federal crimes.
17. I agree to immediately report all suspected violations of the E-rate rules and regulations to either the District's Chief Compliance Officer/E-Rate Compliance Officer or the District's Office of Professional Responsibility, or the District's Fraud, Waste, and Abuse hotline at 1-800-530-1608. Upon receipt of any suspected E-Rate violation the District's ERCO will immediately contact the appropriate FCC/USAC official concerning the suspected violation.
18. I understand and agree that to the extent my employment to the on District puts me in a position that I am or become privy to information about potential or pending procurements or bids for technology goods and/or services not shared with other potential bidders, any potential vendor of technology goods and/or services with whom I or a member of my family has a significant business relationship will be disqualified from participating in District procurements or contracts of technology goods and/or services.
19. I understand that if I fail to comply with this Agreement any potential vendor of technology goods and/or services with whom I or a member of my family has a significant business relationship will be disqualified from participating in District procurements or contracts of technology goods/ and or services. I further understand that the decision to disqualify will be within the sole discretion of the District.

Signature: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

Sworn to and subscribed before me the undersigned authority on this ____ day of _____ (month, ____ (year).

_____, Notary Public in and for the State of Texas.