

DALLAS INDEPENDENT SCHOOL DISTRICT
COVER PAGE NOTIFICATION
INVITATION TO SUBMIT PROPOSAL

DISTRIBUTION/MAILOUT ISSUE DATE: 10-13-2024

Dallas ISD will receive sealed PROPOSALS for **DEPOSITORY SERVICES** as specified.

Proposal Submission

Sealed proposals must be received no later than **2:00 P.M. CST November 14, 2024**

Any proposals received after this deadline will not be accepted.

Three (3) hardcopy proposals must be mailed or delivered in a

SEALED, MARKED, ENVELOPE LABELED

"RFP SW-207764 DEPOSITORY SERVICES"

TO: Dallas Independent School District

ATTN: Shomari Williams, Procurement Services

9400. N Central Expressway Suite 1510

Dallas, Texas 75231

Shomwilliams@dallasisd.org

The Electronic Copy of this proposal can be found on the Dallas ISD Website at Dallasisd.org, click on Departments, Procurement Services, Vendor Opportunities.

Pre-Proposal Conference - Terms and Conditions:

1, We strongly encourage all vendors to attend the pre-proposal on October 28, 2024, at 11:00 AM via TEAMS, as it will provide valuable information and an opportunity to address any questions regarding the RFP process. Vendors should e-mail any and all questions regarding the Scope of Service to shomwilliams@dallasisd.org, ensuring that all questions are submitted no later than 2:00 P.M. CST on October 30, 2024.

2, This e-mail process will serve as documentation that all vendors are treated equally throughout the period prior to opening. One-on-one meetings with vendors before opening will not be held.

ACKNOWLEDGMENT RECEIPT OF: DEPOSITORY SERVICES RFP

3. By returning this cover page to Shomwilliams@dallasisd.org you are acknowledging receipt of the Depository Services RFP. This return process will also ensure your receipt of any replies to questions that are submitted. An Addendum will be emailed no later than 5:00 P.M. CST on November 1, 2024.

BANK NAME: _____

Authorized Contact person to receive emails: _____ **Title:** _____

Email Address: _____

Request for Proposal Notice

for Depository Services by
Dallas Independent School District
9400 N. Central Expressway Suite 1510
Dallas, Texas 75231

Dallas Independent School District is soliciting proposals from banks to serve as a depository to assist with the banking functions for funds of the district.

Introduction

In accordance with the Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories, the Board of Trustees of the district will select a depository through soliciting proposals for a depository services contract for a term of two years beginning July 1, 2025 and ending June 30, 2027 or until a successor depository is selected, qualified, and agrees to a depository agreement based on either fees or compensating balances.

The district and the depository may agree to extend this contract for three additional two-year terms in accordance with the TEC, §45.205. This section requires that the contract and any extension of this contract coincide with the district's fiscal year. If the district changes its fiscal year, the term of the contract may be shortened or extended no more than one year by mutual agreement to coincide, provided that this contract remains in effect until its successor is selected and has been qualified. If the parties cannot agree, the district has the option to change the term of this contract.

The legal provisions providing for naming a depository of the district are set forth in the TEC, Subchapter G, School District Depositories, §§45.201 through 45.209. Investments by the district are governed by the Texas Government Code (TGC), Chapter 2256, Public Funds Investment. Securities pledged as collateral to secure district deposits are governed by the TGC, Chapter 2257, Collateral for Public Funds.

Bank Questions

There will be a preproposal conference held at 11:00 AM CST via TEAMS video conference on October 28, 2024. Questions regarding this proposal request, or the services requested, will be accepted in written or email form only, at the address above or at shomwilliams@dallasisd.org on or before 2:00 pm on October 30, 2024. Responses to all material questions submitted will be communicated in writing or by email to all known interested banks by 5:00 pm on November 1, 2024.

Proposal Submission

To be eligible for consideration under this request, the bank must submit three complete paper copies of each proposal by 2:00 pm CST on November 14, 2024 to the address below. The district will not accept proposals received after that time. Late submissions to the district address will be returned unopened.

The proposal must be submitted in a sealed envelope or packet marked "Depository Services." An accompanying transmittal letter must be signed by a person authorized to bind the institution, state that the proposal is valid for 180 days from the submission date, and give full contact information regarding the proposal.

Request for Proposal Notice for Depository Service

The proposals must be delivered by US mail, express mail, or in person to:

Dallas Independent School District
Attn: Shomari Williams, Procurement Services 972-925-4148
9400 N. Central Expressway
Suite 1510
Dallas, TX 75231
Shomwilliams@dallasisd.org

All questions in the attached uniform proposal blank should be answered and provided to the district as the bank's proposal.

The bank must attach a cashier's check in the sum of \$10,000 payable to the district. If any portion of this contract is awarded to the bank, the check will be returned to the bank. If the bank fails to execute the contract in a reasonable time, the district will cash the check as liquidated damages. If the proposal is not accepted, the check will be returned to the bank immediately after contract award.

This proposal is not being provided electronically. The fee schedule, Attachment A, is in Excel format. The bank must submit the proposal in both paper and electronic form.

Final Evaluation Statement – Points

In addition to the evaluation criteria noted in the General Terms and Conditions, as part of "any other relevant factors," the District will use the following criteria in the evaluation. Final evaluations of this proposal will be based on the Texas Educational Code 44.031(b). Dallas ISD will not award bids based on low price alone. Criteria and points will be used in weighting which proposal(s) offer the best overall product, service, and references for the intended purpose.

1. Purchase Price - **36 Points**
2. Reputation of the vendor and vendor's goods or services - **0 Points**
3. Quality of the vendor's goods or services - **0 Points**
- 4 . Extent to which the goods or services meet the district's needs - **34 Points**
5. Vendor's past relationship with the district - **0 Points**
6. The impact on the ability of the District to comply with laws and rules relating to MWBE. This will be applied to your MWBE Participation and is worth 20 points broken down as follows:
 - 6a. Offeror demonstrated a commitment to the district's M/WBE program by providing enhancements to the administration of the proposer's contracting process for the work to be done by M/WBE firms. Examples of this commitment may include any of the following: expedited payments, Mentor-Protege Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc. - **3 Points**
 - 6b. Offeror submitted a list of two (2) M/WBE subcontractor references. - **2 Points**
 - 6c. Offeror is a certified M/WBE OR Offeror submitted a Joint Venture Agreement with a certified M/WBE OR Offeror submitted a Prime Subcontractor Teaming Agreement with a certified M/WBE. - **5 Points**
 - 6d. Offeror submitted a diverse list of certified M/WBE subcontractors, sub-consultants, or suppliers that meets or exceeds the district's M/WBE aspirational goal in meaningful roles OR Offeror demonstrated outreach designed to meet the M/WBE project goals with a diverse M/WBE team of subcontractors, suppliers, and sub-consultants. - **5 Points**
 - 6e. Offeror demonstrated a comprehensive framework and understanding of the district's M/WBE program by providing a written and detailed M/WBE compliance plan, designating a high ranking individual who will be responsible for M/WBE contract compliance, monitoring, and reporting, ensuring no unauthorized changes to M/WBE subcontractors, adhering to the M/WBE commitment and subcontractor payment terms, executing the M/WBE subcontracting schedule, complying with the district's M/WBE Program guidelines, etc. - **5 Points**

Request for Proposal Notice for Depository Service

7.Total long-term cost to the district - **0 Points**

8.Principal place of business or number of employees in the State - **0 Points**

9.Other relevant factors specifically listed in this proposal - **10 Points**

100 Total Points

Evaluation Scenario to be used for Purchase Price - 36 Points

Proposal Summary

The purpose of this proposal summary is to create an evaluation scenario that will be used to award points for Purchase Price. The Vendor's proposal should present a complete, turn-key solution, including all known, expected, proposed, or DISD-selected optional costs associated with Depository Services. This should cover all relevant aspects such as software, hardware, conversion, implementation, training, and any necessary modifications.

The Vendor should summarize the proposal pricing to include all required services for Depository Services. These can be identified individually on the pricing form and priced according to the specific rates for the various services required under this agreement. You will also need to include a grand total your firm is proposing to provide services annually for all components requested in this RFP. The total costs for comparison will assume net cost after reduction by the Earnings Credit Rate (ECR), based on a \$12,000,000 estimated cash balance before sweep and the average ECR provided for the months of 2023.

Your proposal should be offered in a lump sum with the rate and expected number of hours or services to accomplish the work under this Request For Proposal as the framework for your proposal price. This should equal the lump sum amount. Additionally, this pricing matrix will govern any change order or additional work requested in addition to the original work.

Pricing will remain fixed for the first two years of the contract. After this period, vendors may submit requests for adjustments at the time of contract renewal.

The district reserves the right to reject any or all proposals and to accept the proposal the district considers most advantageous. If any portion or provision of this proposal and any contract between the depository and district entered into is invalid, the remainder, at the option of the district, must remain in full force and effect and not be affected. Acceptance of a proposal will be based on the total package of services offered by the bank.

Legislative Change

Changes in the law that may be enacted by the Texas Legislature, in session, could alter the scope of requirements as stated in this document. The proposal should conform to all statutes in effect at the time of proposal opening.

Schedule for Selection Process

The district will make every effort to adhere to the following schedule:

10/13/24	Release of Request for Proposal (RFP) and First Advertisement
10/20/24	Second Advertisement
10/28/24	Pre-Proposal Conference
10/30/24	Deadline for questions concerning the RFP or services requested
11/01/24	Responses given to any questions provided to all known interested banks

Request for Proposal Notice for Depository Service

11/14/24	Deadline for proposal submission
11/19-20/24	Anticipated Interviews and Presentations
01/23/25	District Board award of contract
01/24/25-06/30/25	Implementation Timeline (if applicable)

Other Requirements

The following requirements must be met:

1. The bank selected as the depository will notify the district in writing within 10 days of any changes in federal or state regulations or laws that would affect the depository agreement.
2. The depository's records relating to the district's accounts must be open to review by the district, its independent auditors, and the Texas Education Agency.
3. The district reserves the right to pay for depository services by targeted balances or by fees.
4. The district reserves the right to exclude direct payroll deposit service from the depository contract if the bank does not offer direct payroll deposit service.

District Rights

The district reserves the right to:

- waive any defect, irregularity, or informality in the proposal or proposal procedures;
- reject any and all proposals;
- accept any proposal or portion thereof most advantageous to the district;
- request additional information or require a meeting with bank representatives for clarification;
- cancel, revise, or reissue this request for proposal or any portions of it,
- negotiate any conditions;
- retain all other provisions even if any provision of the proposal is determined invalid;
- modify deadlines; and
- select any proposal considered to be in its best interest as determined by the district.

Attachment A

ITEM	AFP CODE	DESCRIPTION	UNIT PRICE (Enter)	VOLUME	SERVICE CHARGE	ADDITIONAL DESCRIPTION
1	00 0210	DAILY USE OF UNCOLL FUNDS-ACCT LVL	0.00000	0.36	0.00	Charge for using funds that are not considered collected per the Bank's collection schedule. Calculated daily at account level
2	00 0230	RECOUPMENT MONTHLY	0.00000	12,045.88	0.00	Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
3	01 0000	ACCT MAINTENANCE	0.00000	8.00	0.00	Monthly maintenance charge for DDA with non return of checks - one account statement included
4	01 0020	ZERO BALANCE MASTER ACCOUNT MAINT	0.00000	1.00	0.00	Monthly account maintenance fee for ZBA Master accounts.
5	01 0021	ZERO BALANCE MONTHLY BASE	0.00000	4.00	0.00	Per account charge for Zero and Target Balance accounts.
6	01 0100	DEBITS POSTED	0.00000	387.00	0.00	Per item charge for debit items, other than checks or drafts, posted to an account.
7	01 0101	CONT DISB CREDITS POSTED	0.00000	80.00	0.00	Per item charge for paper and electronic credits posted to Controlled Disbursement account
8	01 0101	DESKTOP DEPOSIT-DEPOSIT CREDITED	0.00000	99.00	0.00	Per deposit charge for each deposit submitted through the Desktop Deposit service, either through the bank portal or mobile.
10	08 0000	COMML CARD CUSTOM FILE MTHLY MAINT	0.00000	1.00	0.00	Monthly maintenance fee for providing the custom data solution service. Customer charged volume of one regardless of number of reports received.
11	08 0100	PAYMENT MGT - VIRTUALCRD PMT	0.00000	269.00	0.00	Per item charge for each Virtual Card payment transaction transmitted to the bank via the bank's channel.
12	08 0201	COMML CARD CUSTOM FILE TRANSMISSION	0.00000	1.00	0.00	Custom data solution file transmission fee; customer charged per report delivered or transmitted.
13	10 0006	BRANCH DEPOSIT - EXCESS COINS	0.00000	1.00	0.00	Cash deposited in bank branch verified by teller at the time of deposit (excess coins deposited).
14	10 0006	CASH DEPOSITED IN BRANCH	0.00000	7,042.00	0.00	Cash deposited in bank branch verified by teller at the time of deposit.
15	10 0040	CASH ORDER FEE IN BRANCH	0.00000	2.00	0.00	Per order fee for cash order in a bank branch.
16	10 0040	ROLLED COIN FURNISHED BY BRANCH	0.00000	113.00	0.00	Per roll charge for each roll of coin furnished by a bank branch.
17	10 0040	CURRENCY FURNISHED BY BRANCH	0.00000	300.00	0.00	Per dollar fee for currency furnished by bank branch.
18	10 0100	CASH VAULT DEPOSIT	0.00000	2,222.00	0.00	Per deposit fee for deposits processed in a cash vault
19	10 0111	CASH VAULT DEP - NONSTD COIN BAG	0.00000	13.00	0.00	Per deposit fee for deposits processed in a cash vault - nonstandard coin bag used.
20	10 0199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00000	427,191.00	0.00	Processing and verification charge for currency and/or coin deposited. Billed on a per dollar deposited basis.
21	10 0224	DEPOSITED CHECK	0.00000	364.00	0.00	Deposited checks drawn on U.S. banks, including depository bank.
22	10 0224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.00000	140.00	0.00	Charge per item deposited via Desktop Deposit for checks drawn on depository bank and on banks other than depository bank. Applies to item submitted through bank portal or mobile.
23	10 0400	RETURN ITEM - CHARGEBACK	0.00000	13.00	0.00	Returned Items charged back to the customer's accounts.
24	10 0401	RETURN ITEM SPECIAL INSTRUCTIONS	0.00000	13.00	0.00	Per account fee for Special Instructions monthly base fee. Special Instructions include: Individual Debits for Items, Alternate Charge Account, Alternate Mailing Address, Courier Pickup, and/or Overnight Mail.
25	10 0401	RETURN ITEM SPECIAL INST MTHLY BASE	0.00000	5.00	0.00	Monthly base fee for customers enrolled in the bank's Returned Item Services
26	10 0416	RETN ITEM SUBSCRIPTION PER ACCT	0.00000	5.00	0.00	Monthly Maintenance Charge per account for Return Item reporting in the Return Item subscription.
27	10 0416	RETURN ITEM SERVICE MTHLY BASE	0.00000	5.00	0.00	Monthly base fee for customers enrolled in the bank's Returned Item Services
28	10 0430	RETN ITEM SUBSCRIPTION OPT DETL	0.00000	13.00	0.00	Per account fee for Special Instructions monthly base fee. Optional detail required.
29	10 0501	CASH VAULT DEP - ADJUSTMENT	0.00000	8.00	0.00	Per item charge for the deposit corrections/adjustments.
30	10 0511	CASH VAULT ADJUSTMENT REPORT-EMAIL	0.00000	3.00	0.00	Per report charge for a cash vault daily adjustment report delivered via e-mail.
31	10 0610	DEPOSIT LOCATION REPORTING - ITEM	0.00000	2,354.00	0.00	Per item charge for the reporting of deposits and deposit related transactions from multiple locations to a single account.
32	10 0701	CASH VAULT DEPOSIT REPORT-EMAIL	0.00000	3.00	0.00	Per report charge for a cash vault daily deposit report delivered via e-mail
33	15 0000	CONT DISB ACCT MAINT	0.00000	3.00	0.00	Monthly maintenance and funding charge for a Controlled Disbursement account with non return of checks.
34	15 0030	CONT DISB PERFECT PRESNT BASE	0.00000	3.00	0.00	Monthly volume indicator for Controlled Disbursement Perfect Presentment service.
35	15 0110	CONT DISB CHECKS PAID	0.00000	1,371.00	0.00	Per item charge for checks or drafts presented for payment on a Controlled Disbursement account, including checks that are presented electronically.
36	15 0122	PAYEE VALIDATION STANDARD-ITEM	0.00000	1,371.00	0.00	Per check charge for each check posted to account with payee validation services.
37	15 0220	CONT DISB CASHED CHECK-FLOAT FEE	0.00000	20.00	0.00	Fee assessed for Controlled Disbursement checks cashed at bank branches to cover cost of float for holding over these cashed items. Fee calculated per \$1,000 cashed.
38	15 0240	PYMT AUTH MAX CHECK MTHLY BASE	0.00000	8.00	0.00	Monthly per account fee when accounts are setup for the Payment Authorization Maximum Check dollar amount option.
39	15 0300	CONT DISB MICR REJECTS >1% THRU 2%	0.00000	12.00	0.00	Monthly volume indicator for Controlled Disbursement rejected items - per item.
40	15 0310	CONT DISB PERFECT PRESNT EXCEP	0.00000	1.00	0.00	Controlled Disbursement Exception Items - per item.
41	15 0410	STOP PAYMENT - ONLINE	0.00000	30.00	0.00	Per item charge for PC initiated stop payment.
42	15 0412	STOP PAYMENT - AUTO RENEWAL	0.00000	110.00	0.00	Per item charge for automated stop payment renewal on DDA, ARP or Controlled Disbursement account.
43	15 0500	CHK CASHED FOR NONACCT HOLDER	0.00000	4.00	0.00	This charge is for non customers cashing checks drawn on the depository bank. Wholesale customer (account holder) absorbs full fee and no cost passed on to payee.
44	15 0700	ONLINE CONT DISB SUBSCRIPTION BASE	0.00000	3.00	0.00	Monthly maintenance charge per account for Controlled Disbursement summary and detail reporting.
45	15 0724	POSITIVE PAY EXCEPTION-ONLINE IMAGE	0.00000	1.00	0.00	Retrievable online images of positive pay exceptions.

ITEM	AFP CODE	DESCRIPTION	UNIT PRICE (Enter)	VOLUME	SERVICE CHARGE	ADDITIONAL DESCRIPTION
46	15 0810	PRINTING & SUPPLIES-VENDOR	0.00000	32,444.00	0.00	Pass thru charge from third party supply vendor (i.e., Superior Press, Harland Clarke) for check or deposit ticket printing or other vendor supplies
47	15 1350	IFI MAINTENANCE PER PRODUCT	0.00000	1.00	0.00	Monthly maintenance fee for Image File Import service per product (Paid Checks, Deposited Items, Returned Items, Third Party Draft, and Lockbox) offered per customer bank portal ID. This charge is in lieu of a per transmission fee.
48	15 1352	IMAGE VIEW < 90 DAYS - ITEM	0.00000	430.00	0.00	Charge for each image retrieved from the bank's image database and delivered online < 90 days old.
49	15 1354	IFI PAID CHECKS - IMAGE	0.00000	1,270.00	0.00	Charge for each image viewed on -line from the bank's image archive older than 90 days
50	15 1860	PAYMENT MANAGER PACKAGE PREPARATION	0.00000	5.00	0.00	Per package charge for preparing an overnight or certified mail package of Payment Manager checks or advices.
51	20 0010	ARP MONTHLY BASE - FULL	0.00000	3.00	0.00	Monthly charge per account for providing full reconciliation service
52	20 0020	ARP MONTHLY BASE - PARTIAL	0.00000	4.00	0.00	Monthly charge per account for providing partial reconciliation service
53	20 0100	OUTGOING TRANSMISSION - PER ITEM	0.00000	1,270.00	0.00	Charge for each item included on an ARP outgoing transmission. This is in addition to per file transmission and optional report fees. NOTE: This does not include volume associated with the ARP File Confirmation summary or detail report.
54	20 0201	ARP FULL RECON-ITEM	0.00000	1,045.00	0.00	Per item charge for the receipt and posting of check issue data received on Full ARP accounts. Includes items originated by customer, vendor, NDM and Fraud Manager portal.
55	20 0301	ARP OUTPUT - TRANSMISSION	0.00000	3.00	0.00	Per transmission charge for delivery of check reconciliation information via direct transmission, NDM or to a vendor.
56	20 0306	ONLINE ARP STMT & RPTS MONTHLY BASE	0.00000	4.00	0.00	Monthly base fee per account for receiving ARP statements and/or optional reports delivered via bank portal in PDF format. This includes Positive Pay Only accounts receiving optional reports in PDF format.
57	20 0306	ARP OPTIONAL REPORTS	0.00000	3.00	0.00	Monthly base fee per account for receiving ARP statements and/or optional reports delivered via bank portal in PDF format. This includes Positive Pay Only accounts receiving optional reports in PDF format.
58	20 0306	ONLINE ARP STMT & RPTS MONTHLY BASE	0.00000	3.00	0.00	Monthly base fee per account for receiving ARP statements and/or optional reports delivered via bank portal in PDF format. This includes Positive Pay Only accounts receiving optional reports in PDF format.
59	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000	1,312.00	0.00	Per item fee for maintaining issue records that remain outstanding after 60 days.
60	25 0000	AVS LOGIC BOX ACCT OWNERSHIP	0.00000	73.00	0.00	AccountLogic Box is only available via the [bank] Gateway. Validation Services Logic Box Account Ownership Inquiry. Per inquiry charge. Or charged if there is information to return.
61	25 0000	ACH/WIRE PERFECT RECEIVABLE-MO BASE	0.00000	3.00	0.00	Monthly base fee for the ACH/Wire Perfect Receivables service
62	25 0000	ACH MONTHLY BASE	0.00000	2.00	0.00	Monthly base fee for the ACH service
63	25 0102	ACH FUTURE DATED ITEM	0.00000	31,607.00	0.00	Per item charge for originated ACH transit one day items. Volumes are future dated.
64	25 0102	ACH SAME DAY	0.00000	449.00	0.00	Per item charge for originated ACH transit one day items. Volumes are same-day dated
65	25 0120	ACH ORIGINATED - ADDENDA REC	0.00000	610.00	0.00	Per addenda record charge for remittance data in originated ACH addenda records
66	25 0160	ACH ONLINE INQ 13 MONTHS RETENTION	0.00000	2.00	0.00	Monthly base fee per ACH Company ID for 13-month extended history of ACH originated items in the bank portal Transaction Search service.
67	25 0201	ELECTRONIC CREDITS POSTED	0.00000	703.00	0.00	Per item charge for electronic and non-paper credits posted.
68	25 0202	ACH PERFECT RECEIVABLES - ITEM	0.00000	1,237.00	0.00	Per item charged for ACH Perfect Receivables received item (credit and debit)
69	25 0202	ACH RECEIVED ITEM	0.00000	663.00	0.00	Per item charged for ACH received item (credit and debit)
70	25 0220	ACH RECEIVED ADDENDA	0.00000	472.00	0.00	Per addenda record charge for remittance data in received ACH addenda records
71	25 0302	ACH RETURN ITEM-ELECTRONIC	0.00000	52.00	0.00	Per item charge for ACH administrative return items - information reporting reporting advice
72	25 0302	ACH NOC - ELECTRONIC	0.00000	32.00	0.00	Per item charge for ACH return items - information reporting and transmission reporting advice
73	25 0400	ACH RETURN SUBSCRIPTION-ACCOUNT	0.00000	2.00	0.00	Monthly Maintenance Charge per ACH Company ID for ACH Return and Notification of change reporting in the ACH Return subscription.
74	25 0400	ACH RETURN SUBSCRIPTION - ITEM	0.00000	313.00	0.00	Per item (Transaction + Addenda) charge for ACH return and notification of change reporting in the ACH Return Subscription
75	25 0501	ACH ORIGINATION/REJECT DATA - FILE	0.00000	81.00	0.00	Per data file transmitted back to ACH Originator of originated and/or rejected transaction detail.
76	25 0501	ACH TRANSMISSION CHARGE	0.00000	93.00	0.00	Per data file transmitted back to ACH Originator of originated and/or rejected transaction detail.
77	25 0622	ACH EXCEPTION PROCESS-DUPLICAT FILE	0.00000	1.00	0.00	Per file charge for duplicate ACH files
78	25 0642	ACH REVERSAL - ITEM	0.00000	2.00	0.00	Per item charge for processing manual and bank portal online ACH item reversal requests
79	25 0703	ACH SUBSCRIPTION - ACCOUNT	0.00000	2.00	0.00	Monthly maintenance charge per report in Treasury Information Reporting. Fee is charged per enrolled ACH Company ID for ACH Origination/Reject report. Customer is charged per enrolled account for both ACH Customer Activity and ACH Receive reports.
80	25 0706	SDD ACH REPORTING	0.00000	2.00	0.00	Per report fee for each ACH Report delivered to Secure Document Delivery (SDD) email.
81	25 1050	ACH FRAUD FILTER REVIEW MO BASE	0.00000	9.00	0.00	Monthly base charge for bank portal ACH Fraud Filter Review Service.
82	25 1053	ACH FRAUD FILTER REVIEW - ITEM	0.00000	1.00	0.00	Monthly per item charge for bank portal ACH Fraud Filter Review Service.
83	30 0221	PAYMENT MGR EMAIL SERVICE	0.00000	39.00	0.00	Per item charge for utilizing the email delivery channel for acknowledgements and /or confirmations
84	30 0330	RECEIVABLES MGR INVALID CTX REPORT	0.00000	1.00	0.00	Per report fee Receivables Manager Invalid Items (1 report)
85	30 0510	PAYMENT MGR INBOUND TRANSMISSION	0.00000	39.00	0.00	Per transmission charge for incoming direct transmissions. Excludes VAN and SFT.
86	30 0510	REC MGR OR E-BOX TRANSMISSION	0.00000	22.00	0.00	Per inbound or outbound transmission charge for Receivables Manager and E-Box transmissions. Excludes VAN's.
87	30 0521	RECEIVABLES MANAGER ACH ITEM	0.00000	395.00	0.00	Per item charge for Receivables Manager transactions
88	30 0525	RECEIVABLES MANAGER RECVD ADDENDA	0.00000	329.00	0.00	Per item charge assessed on each addenda record item received for reporting to a customer through Receivables Manager.
89	30 9999	PMGR TOTAL MTH POSTAGE AND HANDLING	0.00000	486.00	0.00	Cumulative dollar amount of postage & handling for each check/document mailed
90	30 9999	PAYMENT MGR NEXT DAY CHECK	0.00000	896.00	0.00	Per page charge for each check printed for next day processing
91	30 9999	PAYMENT MGR ADDL PAGE CHECK	0.00000	138.00	0.00	Per page charge for each additional page printed for each check whether simplex or duplex or same day or next day
92	33 0000	PAYMENT MANAGER MONTHLY BASE	0.00000	2.00	0.00	Monthly base fee per setup for using Payment Manager product.
93	33 0101	RECEIVABLES MANAGER MONTHLY BASE	0.00000	1.00	0.00	Monthly base fee for the Receivables Manager product.

ITEM	AFP CODE	DESCRIPTION	UNIT PRICE (Enter)	VOLUME	SERVICE CHARGE	ADDITIONAL DESCRIPTION
94	35 0100	WIRE OUT DOMESTIC VANTAGE/API	0.00000	14.00	0.00	Outgoing USA domestic wire (freeform/templated/import) initiated in bank portal from an internal account. Includes Create Wire or Create Templa screens (for Wire, Drawdown, Federal Tax, or Federal Tax Bulk templates), or wires imported as a payment.
95	35 0120	WIRE BOOK TRANSFER VANTAGE/API	0.00000	19.00	0.00	Wire book transfer between two internal accounts under the same bank ID initiated through the bank's wire portal book transfer workflow (i.e. templated or freeform book transfer, or write "book" in the payment field for imported data file)
96	35 0300	WIRE IN TO USA ACCT-USA DOMESTIC	0.00000	7.00	0.00	Incoming U.S. domestic wire crediting an internal account, this includes incoming wires from an internally originated wire, not designated as a bc transfer.
97	40 0002	BAI MONTHLY BASE	0.00000	12.00	0.00	Monthly maintenance charge for internal and external accounts received from FIS for reporting in Direct Transmission BAI file. Applies to US Doll (USD) USA accounts.
98	40 0002	PAYABLES RECONCILEMENT BASE	0.00000	1.00	0.00	Monthly base fee for Payables Reconciliation Reporting
99	40 0002	PAYABLES RECONCILEMENT PER ITEM	0.00000	2,643.00	0.00	Per item/transaction fee for Payables Reconciliation Reporting
100	40 0052	PREV DAY BASE PER ACCT PER REPORT	0.00000	11.00	0.00	Monthly base charge (per account) for previous day Treasury Information Reporting or CyberInquiry historical balance and detail reporting of intern and external accounts.
101	40 0055	INTRADAY BASE PER ACCT PER REPORT	0.00000	1.00	0.00	Monthly base charge (per account) for Treasury Information Reporting intraday or CyberInquiry current day reporting of internal and external accounts.
102	40 0058	DESKTOP DEPOSIT MONTHLY BASE	0.00000	4.00	0.00	For each depository account set up for the Desktop Deposit service, a volume of one will be made to the customer.
103	40 0222	WIRE TRANSFER REPORT BASE	0.00000	5.00	0.00	Monthly base fee per account for bank portal Treasury Information Reporting Wire Transfer Detail report subscription. Report is available on U Domestic, Canada Branch and London Branch accounts.
104	40 0225	ARP STMTS & RPTS (CSV/EXCEL) BASE	0.00000	7.00	0.00	TIR ARP will allow user to download ARP statements and/or optional reports in different output formats. This includes Positive Pay Only accoun downloading optional reports. Monthly base charges per account authorized for the services.
105	40 022Z	ALERTS SERVICE - EMAIL	0.00000	306.00	0.00	Charge for each alert delivered via email by the bank portal Alerts service. Users are charged for the first 80 alerts per month, across all al types. There is no cap by company or account.
106	40 0242	BAI TRANSACTIONS REPORTED	0.00000	4,571.00	0.00	Charge for each detail item reported in Direct Transmission BAI for US Dollar (USD) USA and International Accounts (Canadian Branch, US Foreign Currency or London Branch). Each detail transaction reported is counted as an item.
107	40 0272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	0.00000	21,622.00	0.00	Treasury Information Reporting (TIR) ARP report spreadsheet output per transaction loaded.
108	40 0274	WIRE TRANSFER RPRT PER ITEM	0.00000	9.00	0.00	Per item charge for each detail item loaded for the Wire Transfer Detail report in the Treasury Information portal. Each detail transaction loaded for reporting is counted as an item. Applies to accounts not entitled to the Intraday Composite report.
109	40 0275	INTRADAY REPORTING ITEMS RPTD	0.00000	594.00	0.00	Per item charge for each item loaded for intraday Treasury reporting or current day CyberInquiry reporting in the Teasury Information portal. Applies internal and external accounts. Each detail transaction loaded for reporting is counted as an item.
110	40 034Z	ITEM DETAIL INQUIRY/HYPERLINK	0.00000	68.00	0.00	Charge for bank portal search results viewed in increments of 1-100 items. For example, if a search returns 400 items and 250 items are viewe volume of 3 will be charged (100 items + 100 items + 50 items viewed)
111	40 034Z	ONLINE SEARCH	0.00000	596.00	0.00	Charge for bank portal search results viewed in increments of 1-100 items. For example, if a search returns 400 items and 250 items are viewe volume of 3 will be charged (100 items + 100 items + 50 items viewed)
112	40 0425	PREV DAY REPORTING ITEMS LOADED	0.00000	5,161.00	0.00	Per item charge for each item loaded for previous day Treasury Information reporting or CyberInquiry history reporting. Applies to internal and extern accounts. Each detail transaction loaded for reporting is counted as an item.
113	40 0832	WIRE TEMPLATE ONLINE	0.00000	68.00	0.00	Per wire template charge - stored within bank wires portal each month. Applicable if the template is present for > 15 calendar days.
114	45 0270	SWEEP ACCOUNT MUTUAL FND MO BASE	0.00000	4.00	0.00	Monthly base charge per Sweep Money Market Mutual Fund account
115	45 0403	SWEEP ACCOUNT MUTUALFND ELECTRIC	0.00000	4.00	0.00	Electronic delivery of the Sweep Money Market Mutual Fund monthly statement
116	45 0405	SWEEP ACCOUNT POSITION REPORT	0.00000	3.00	0.00	Monthly charge per relationship for the Sweep Money Market Mutual Fund previous day activity report
117	45 9999	SFKPG ACCOUNT MAINTENANCE	0.00000	2.00	0.00	Safekeeping Costs related to owned investments - Account Maintenance Fee (per account)
118	45 9999	CUSIP HOLDINGS-MUNICIPAL	0.00000	21.00	0.00	Safekeeping Costs related to owned investments - Municipal Holdings Fee (per investment)
119	45 9999	CUSIP HOLDINGS - OTHER	0.00000	4.00	0.00	Safekeeping Costs related to owned investments - Other Holdings (per investment)
120	99 TTTT	API MONTHLY FEE	0.00000	1.00	0.00	Fees related to the use of Application Programming Interfaces (API)s for payment transactions and associated details (account balance & validatio transaction detail, payment status)

\$12,000,334.27 AVERAGE DAILY POSITIVE COLLECTED

Monthly Service Charge: \$ -

x EARNINGS CREDIT RATE (Enter %)

Less, Earnings Credit: \$ -

= EARNINGS CREDIT AMOUNT (Per Month)

Net Monthly Service Charge: \$ -
Amount less than zero = \$0

Attachment B

Type	Account Name	Account #	Notes
Cash/ZBA	Property Management	4161697206	For deposit of tenant rent
Cash/Sweep	General Operating	4372531590	
Cash/Sweep	Spending Trust	4443799648	
Cash/Sweep	Campus Activity Funds Master	4443799655	
Cash/Sweep	Student Activity Funds Master	4443799663	
Cash/ZBA	Federal Fund	4444789416	Food Services
Cash/ZBA	Utility Master	4444789424	
Cash/ZBA	Stadium Master	4444789432	
Cash	Payroll CDA	9647482133	
Cash	Accounts Payable CDA	9647482141	
Cash	Argus CDA	9647482158	3rd party medical billing
Money Market/Securities	General Operating	1BB48177	
Money Market	Sulentic Scholarship	1BB48345	
Securities	QSCB Reserve	1BB70503	

Proposal Form

for Depository Services
by Dallas Independent School District

Definitions and Instructions

In this document, the terms “you” and “your” refer to the depository bank, and “we,” “our,” and “us” refer to the district named above.

You must answer all questions in this form and provide it to us as your proposal.

We have the right to reject any proposal. If any part of this proposal or any contract entered into between you and us is invalid, the remainder, at our option, remains in force and is not affected. We have the right to use a sub-depository bank other than the primary bank and those deposits will be collateralized.

Bank Compensation

We may pay for your services by targeted balances or by fees and change the methodology when appropriate. Please detail any differences in related costs to us with either option.

Compensation Based on a Targeted Balance

We may choose to pay for your services by maintaining a targeted amount of our funds in the depository. We will maintain balances in the checking accounts to compensate you in full or in part for services provided. You must provide a monthly account analysis that reflects the earnings credited for these balances.

You may invest any excess collected balance daily as directed by us in an overnight investment that we approve, an interest bearing account, or a money market mutual fund registered with the Securities and Exchange Commission (SEC) which strives to maintain a \$1 NAV. Please list below the overnight investment and any index upon which the rate will be based.

The rate history at your bank for the months beginning 01/23 and ending 12/23 was:

Earnings Credit Rate (ECR):	_____	%
Interest Bearing Accounts:	_____	%
Money Market Accounts:	_____	%
Sweep Accounts:	_____	%

[Alternatively, the district may require the depository bank to complete the information by month according to Attachment A, Historical Information about the Bank.]

If any of these rates is based on an index rate (such as the T-Bill auction rate), stipulate how you will use the index to calculate the rate.

Compensation Based on Fees

We may choose to pay for your services on a straight fee basis in which we will not maintain a targeted balance. You will assess fees, and we will pay them in accordance with your proposed fees as listed on Attachment A, Volumes for Pricing Transactions.

District Investments

We reserve the right to purchase, sell, and invest our funds and funds under our control, including bond funds, as authorized by the Texas Government Code, Chapter 2256, Public Funds Investment Act, and in compliance with our investment policy, a copy of which is available at the website link provided.

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=361&code=CDA#legalTabContent>

Option A

We may choose to invest in time deposits at the depository, but all investments including certificates of deposit are bid competitively at the time of purchase.

Collateral

Collateral Conditions

You must provide collateral equal to 102 percent of all our time and demand deposits plus accrued interest minus applicable Federal Deposit Insurance Corporation (FDIC) coverage. Collateral will be pledged to us and held in an independent safekeeping institution by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act. You will be liable for monitoring and maintaining the collateral and the required margin at all times and will provide an original safekeeping notice and a monthly report of the collateral including at least the security description, par amount, cusip, and market value.

You and we must execute a collateral agreement in accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). Provide a sample collateral agreement as Attachment D, Sample Collateral Agreement.

We estimate our maximum anticipated collateral requirement to be \$100,000,000 at most before the monthly pay date, but \$10,000,000 to \$15,000,000 in average balances.

If voluntary collateral pooling is legislated during the period of this contract, you and we may consider it and agree to use it under this contract.

Eligible Collateral

We will accept only approved securities as specified by the TEC, §45.201, as pledged collateral, voluntary pooled collateral (if available) or a Federal Home Loan Bank Letter of Credit.

Banking Services Fees

Based on the services we require from you, complete the proposed fee schedule, Attachment A, Volumes for Pricing Transactions. All fees which may be charged to supply the services must be included or will not be eligible under the contract. We and you reserve the right to mutually agree upon any change of contract terms or pricing during the contract extension periods.

Depository Information

Please answer the following questions about your depository bank.

1. State the full name and address of the depository and any parent holding company. List all branch locations within our boundary.
2. Provide the annual audited financial statement for the most current fiscal year. This may be in printed form, but we prefer an electronic link to the website. Members of your holding companies must include corporate annual financial statements and your individual call report for the most recent operating quarter. Audited financial statements are required each year of the contract.
3. State your rating from an independent depository rating agency or, if that rating is not available, the rating on your senior and subordinate debt. You must inform us of any change in this rating during the period of the contract within a reasonable period.

4. Contact Information

To ensure smooth communication and continuation of services, you must assign a specific account executive and a backup to our account to coordinate services and help solve any problem encountered.

- a. Designate a depository officer as a primary contact with us.

Name _____
 Title _____
 Telephone # _____
 Fax # _____
 Email _____

- b. Designate a depository representative as a backup contact with us.

Name _____
 Title _____
 Telephone # _____
 Fax # _____
 Email _____

- c. If the primary and backup contacts are not available, how do we contact someone in an emergency? After hours?
 - d. Describe in detail how you handle problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom we will be calling and working with for the situations described above.
5. List references from at least three of your current, comparable governmental clients. Include the length of time under contract and a client contact, title, and telephone number.

6. Based on the services we require, please provide a proposed timeline for implementing the contract; include the timeline activities and direct responsibilities of both our district and your depository bank during implementation.
7. Provide a copy of all agreements (including those not directly referenced in this proposal) that will be required under the contract.
8. If we award the contract to you, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy. We have provided a link to our investment policy at- <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=361&code=CDA#legalTabContent>
9. We may conduct a preaward interview on-site at your depository bank before awarding the contract. Please provide us with a contact name for arranging the preaward interview.
10. Are you offering any transition or retention incentive to us? If so, please describe it in detail

Banking Services

1. Consolidated Account Structure with Sweep Mechanism

We are interested in earning at then-current interest rates available at all times. We want the option to use an automated, daily sweep to a money market mutual fund or depository alternative account (if competitive) to reach our full investment goal.

Our current account structure is listed as Attachment B, District's Current Account Structure. We do not guarantee that we will maintain the balances or structure at these same levels.

You must clearly describe your most cost-effective account structure (interest bearing accounts, zero balance accounts [ZBAs], or sweep, etc.).

- a. Fully describe the proposed account structure. Would a sweep be from a master account with ZBAs or directly swept from the individual accounts? Is interest distributed at the account level?
- b. State the average interest rate on the recommended alternative structure for the past 12 months.
- c. If an SEC-registered money market fund is used for the sweep proposal, provide the full name and a copy of the prospectus. It must strive to maintain a \$1 NAV.
- d. Interest earned on interest bearing accounts must **not** be charged as an expense on the account analysis. Confirm acceptance of this condition.

We may be required or may desire to open additional accounts, close accounts, or change account types during the contract period. If this occurs, the new accounts and services must be charged at the same contracted amount or, if unanticipated, at not more than published rates.

2. Automated Cash Management Information

We are interested in automated balance and detail information and online retention. Minimum automated services must include the following

- prior-day summary and detail balance reporting on all accounts
 - intraday detail and summary balances (on local main and payroll accounts)
 - initiation and monitoring of stop payments
 - positive pay exception transactions
 - initiation and monitoring of internal and wire transfers
 - image access
 - controlled disbursement presentment totals [optional]
- a. Fully describe your online service. **List** the system capabilities (for example, balance reporting, wires, positive pay, stop payment, etc.).
 - b. What is your backup process to report balances and transactions in case the system is not available?
 - c. When is daily balance information available?
 - d. Submit samples of major screens available, or provide web link access to a demonstration module.

- e. How is an individual security sign-on assigned, and who maintains the security module? How many levels of security are available?
- f. [Optional] With regard to controlled disbursements:
 - What is the cutoff time for disbursements?
 - What Federal Reserve location do these accounts clear through?
 - How do we have access to this information?

3. Deposit Services

We require standard commercial deposit services for all accounts.

We expect all deposited checks to clear based on your current published availability schedule, but please note any options for expedited availability in your proposal. For all cleared deposits you receive by your established deadline, you must process them for same-day ledger credit. If you fail to credit our accounts in a timely fashion, you must pay interest to us at the then-current effective federal funds rate.

- a. What is your daily cutoff time to ensure same-day ledger credit?
- b. Describe how and when you send credit and debit advices to us.
- c. What type of deposit bags do you use or require? Are these available from you?
- d. In what city does item processing occur?

Remote Deposit

We are currently using remote check deposit for a few high-volume locations during the contract period. These deposits include both consumer and commercial checks.

- e. What are your current capabilities in remote check deposit? Describe how checks are processed and cleared. Please state the cutoff time for same-day ledger credit.
- f. Give two comparable references with contact information.
- g. Do you produce a daily balancing report? Provide a sample.
- h. What scanner equipment is required to operate the system? Is this equipment available through your depository bank for purchase or lease? Please list the equipment required along with its cost.

4. Standard Disbursing Services

We are interested in standard disbursing services for designated accounts.

- a. Do you image all paid checks, deposit items and deposit slips?
- b. Are check and deposit images available online? When? Do you provide a monthly compact disc (CD)? If not, are reports downloadable?
- c. How long do you maintain check and deposit images online?
- d. Do you pay all our checks without charge upon presentation?

5. Positive Pay

We require positive pay services if available at the bank for designated accounts on which checks are written. The positive pay process should be fully automated and web based. We will transmit check information electronically to you on each check run and as we create checks manually.

- a. Describe the data transmission and transfer requirements for automated and manual checks.
- b. Is input available online for manual checks? If it is not available online, how do we transmit information on individual manual checks to you?
- c. How can we change or delete check records, if necessary?
- d. How do you notify us of a positive pay exception?
- e. When do you report exception information to us? When is the deadline for our exception elections? Are images of exceptions available?
- f. Are all checks, including those received by the tellers and vault, verified against the positive pay file before processing? How often do you update teller information?
- g. Do you offer payee positive pay?
- h. Please provide a copy of your file layout format.

6. Account Reconciliation

We anticipate using partial or full reconciliation services on all accounts in concert with positive pay, depending on cost effectiveness.

- a. Describe the partial and full reconciliation processes.
- b. With what format(s) does your system interface? What record formats are required? How do you send reconciled data to us? When?
- c. Please provide references of customers who use the XX ledger system?
- d. Specify all reporting alternatives.
- e. Are reports available online? How long are reports maintained online? Provide a sample copy of reports.

7. Funds Transfer and Wire Services

Incoming wire transfers must receive immediate same-day collected credit. Wire initiation should be available online. We require that wires be released the same business day if information is provided by the established deadline.

- a. Describe the process of online wire initiation. What backup process is available for the online process in case the system is unavailable?
- b. Is any paper transaction required for transfers or wires as follow-up?
- c. How and when will you notify us of incoming wires? Online? Email?
- d. Is future dating available for both repetitive and non repetitive wires and transfers? How far in advance?
- e. What is the deadline for initiation:
 - by telephone?
 - online?
- f. Are templates and template storage available?

8. Optical Imaging

We desire optical images that are downloadable or on CD on all accounts.

- a. What items and reports are available online (checks, statements, deposit slips, deposited items, etc.)? How long are each available?
- b. What items are captured on the monthly CD, if provided?

- c. When do you make the monthly CD or imaged reports available?
- d. When and for how long are statements and account analyses available online?

9. Automated Clearinghouse (ACH) Services

We require ACH transactions for payable and receivable transactions. We require a pre-notification (pre-note) on all new transactions.

- a. Describe the transmission alternatives for individual ACH transactions. Can we initiate individual ACH transactions online?
- b. What filters and blocks are available on our accounts for ACH transactions?
- c. Are ACH addenda shown in their entirety online and in reports?
- d. What is your policy on pre-notification? Is the pre-note charged as a standard ACH transaction?
- e. What is the deadline for transmission (hour and day) for a payroll to credit employee accounts on a Friday?
- f. Is ACH positive pay available?
- g. Does ACH debit the account on day of initiation or settlement?

10. Safekeeping Services

We may require you or another eligible offeror to provide book-entry safekeeping services for any securities we own. We will make all our investments and transmit instructions for clearing and safekeeping to you in writing or electronically.

All securities must be cleared on a **delivery versus payment (DVP)** basis. Ownership must be documented by original clearing confirmations, and safekeeping of receipts must be provided within one business day of the transaction. Funds for investments must be drawn from our designated demand deposit account. All principal and interest payments, coupon payments, and maturities must receive automated same-day collected credit on our designated account without requiring any additional action by us.

If you use a correspondent bank for safekeeping our securities, the transactions must be handled through your systems and must not require additional interaction by us with the correspondent bank. No delay in transactions, wires, or flow of funds is acceptable under a correspondent relationship.

- a. Are you a member of either the Federal Reserve or a Federal Home Loan Bank? If not, name the correspondent depository you would use for clearing and safekeeping. Describe any safekeeping arrangement proposed with a correspondent depository including processing requirements by us.
- b. Are security transactions available online for either originating or monitoring?
- c. What is the deadline for settlement instructions on a cash (same-day) settlement? Would we incur any charge for late instructions?

We may choose to purchase time deposits from you, but all time deposits will be competitively bid at the time of purchase.

11. Collateral Requirements

You must meet all the requirements, including those beyond the Public Funds Collateral Act, as stated below. The proposal must state that you agree to the following terms and conditions:

- All collateral pledged to us must be held by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act.
- We, you, and the safekeeping bank must execute a triparty safekeeping agreement for custody of pledged securities in full compliance with the FIRREA requiring a depository resolution. (Or completion of Circular 7 if a Federal Reserve bank is acting as custodian. Even if a Federal Reserve bank is used, you and we must still execute a depository agreement.)
- All time and demand deposits above FDIC coverage must be collateralized at a minimum of 102 percent of principal plus accrued interest at all times (110 percent on mortgage-backed securities).
- You are contractually liable for continuously monitoring and maintaining collateral at our required margin levels.
- The custodian must provide evidence of pledged collateral by sending original safekeeping receipts or a report directly to us within one business day of receipt.
- We must receive a monthly report of collateral pledged including description, par, market value, and cusip, at a minimum.
- We must grant substitution rights if you obtain our prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.

Authorized collateral includes only approved securities as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act and noted above.

- a. Do you propose any collateral charges? If so, under what conditions are they charged, and how is the charge applied?
- b. What is your deadline for requesting collateral in excess of existing requirements?

12. Account Analysis

You should provide monthly account analysis reports for each account and on a consolidated account basis.

- a. When is the account analysis available each month?
- b. Is the account analysis available online? Is it imaged on electronic media monthly?
- c. Are paper statements also sent to us? If so, when?
- d. How long will it take you to correct any billing errors on the account analysis?

13. Monthly Statements

You must provide monthly account statements on all accounts with complete supporting documentation.

- a. State when monthly statements will be available each month online and on paper.
- b. Is the monthly statement available online? If so, when and for how long? Are the statements imaged and/or put on electronic media monthly?
- c. If imaged, are paper statements also sent to us? If so, when?

14. Overdrafts

- a. Are all accounts aggregated for overdraft calculation purposes?
- b. State the rate basis for intraday and interday overdrafts.
- c. What is the policy for daylight overdrafts?

15. Stop Payments

We desire an automated stop payment process.

- a. What are the time period options available for stop payments?
- b. What are the options for extended stop payment periods? How are they extended?
- c. What is the cutoff hour for same-day action on stop payments?
- d. Can we initiate stop payment orders online? If so, do you require any paper follow-up document?
- e. What information on current and expiring stop payments is available online?

16. Customer Service

- a. Do you offer customer services in languages other than English?
- b. What languages are offered?

17. Service Enhancements

Based on the information you provide in the proposal and your knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that we should consider to manage our treasury operations more effectively.

DISD Selected Optional Services

1. Nonsufficient Funds (NSF) Checks Re-presented as ACH (Re-presented Check [RCK] Entry) (DISD is currently utilizing this service)

We may want the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

- a. Are you currently using ACH for collection of NSF checks? How long have you been providing this service? Provide two comparable references with contact information.
- b. How are the NSF and the later ACH transactions matched and reconciled? Does your system cross-reference the two transactions in any way?
- c. Is the NSF information, image, or occurrence available online? When and how? For how long is it available online?
- d. Can we specify any target pay day(s)?

2. Merchant Services. (DISD is currently utilizing this service)

We currently accept Visa, MasterCard, American Express, Discover, and debit card payments on a limited basis through a third party separate from our Depository.

- a. Do you currently offer merchant card processing services? How long has this service been available? What interface format(s) does your system supply?
- b. How many institutions and end customers do you have?
- c. Describe the fee components of a merchant card processing relationship. Provide a list of all the fees to us. State the association fees, the discount rates, and your fee per transaction.
- d. Do you have software that allows online payments to us through your portal?
- e. Describe the reporting functions and data availability.
- f. Describe billing options.
- g. Describe the authorization method or process used. How are incorrect authorizations reversed?
- h. Describe your debit card processing capabilities. Do you distinguish between debit and credit cards on your bank identification number (BIN)? Can you program a debit card to the lowest cost network?
- i. Describe your transmission process. Describe the monitoring and notification process if transmissions fail.
- j. Is data imaging available online? What is available online? When? For how long?
- k. Describe the dispute resolution process.
- l. Describe your security measures for Internet transactions and unauthorized use.

3. Payroll Cards or Debit Cards (Not utilizing, but would like the option included for the pricing evaluation)

We do not foresee using payroll cards or debit cards, though if it is a service you offer, include costs for consideration.

The purchasing ability of the cards must be limited to the stored value of the card. We may choose not to pay for access fees for the employees issued the stored-value cards. We will be responsible for any marketing of the program and have total discretion on the distribution of the cards. We will enroll the employees. You must provide cardholders with all processing and transaction information and reports. We expect the following services from you, at a minimum:

- embossing, encoding, and distributing standard cards as directed by us
 - providing paper and electronic statements to cardholders
 - administering accounts, including maintenance of accounts, application of funds, authorization of transactions, and related tracking
 - customer service functions
- a. Do you currently provide this service? If so, how long has it been available?
 - b. How many institutions and end customers use the service? Provide three comparable references for the service.
 - c. Which program (authorization marks) does your program use? (Visa, MasterCard, etc.)
 - d. Describe the enrollment process. Is enrollment batched and web-based?
 - e. Describe the manner by which funds will be made available to the cardholders.
 - f. What are the inactivity levels for the program? Do these generate additional fees? Describe any other potential fees.
 - g. Are all funding transmissions by standard ACH? Describe the data transmission requirements and deadlines.

4. Purchasing Cards (DISD is currently utilizing this service)

We maintain a limited purchasing card program during the contract period. Cards would be assigned to our employees for defined use.

- a. What card platforms do you support (MasterCard, Visa)? Do you use a third-party processor?
- b. What, if any, information is available online? When? Describe data download and integration capabilities. Describe reporting capabilities.
- c. What client support is available? How is it provided?
- d. Describe the diverse parameters and restrictions available for the card control. How many access levels are available?
- e. Discuss settlement and corporate liability terms. Include information on your support for the program and your experience, settlement terms on payment, security procedures, and license requirements. How will we receive billing?
- f. Describe how cards are issued, deleted, or replaced. How do you handle lost or stolen cards?
- g. Provide three comparable references for the service.

5. Check Printing (DISD is currently utilizing this service)

We currently have our Depository print most of our paper checks and consider it as an essential component of our Depository contract.

- a. Do you offer check printing services? Describe?
- b. What is the deadline for same-day and next day printing?
- c. Where are checks printed and sent from?

6. Smart Safes (Not utilizing, but would like the option included for the pricing evaluation)

We seek to minimize armored courier expenses and minimize cash at schools. We consider some alternatives through other contracts separate from the Depository, but

also consider options offered by our Depository such as currently with remote deposit scanners, but potentially also a Smart Safe system.

- a. Do you offer smart safes? Describe.
- b. From our deposit history is this cost effective?

Schedules and Attachments

We provide the following:

- copy of our audited financial statements:
<https://www.dallasisd.org/departments/procurement/vendor-opportunities>
- Attachment A, Volumes for Pricing Transactions (filled in with volumes)
- Attachment B, District's Current Account Structure
- Attachment C, District Investment Policy
<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=361&code=CDA#legalTabContent>
- Attachment D, Standard General Terms and Conditions

You must include the following information with the proposal:

- copy of your audited financial statements *[or link to website]*
- corporate audited financial statements and the individual depository's call report (for members of your holding companies) *[or link to website]*
- Uniform Bank Performance Report reference
- Attachment A, Volumes for Pricing Transactions (filled in with rates)
- Sample Account Analysis Statement
- Attachment D, Sample Collateral Agreement
- any service agreements (including those not directly referenced in this proposal) that must be executed under the contract (if applicable)
- screen shots of major pages within your automated cash management system, or online web demo access (if available)
- sample daily balancing report for remote deposit (if applicable)
- sample account reconciliation reports (if applicable)

You must also complete sign and return the following forms included with this proposal

- Offer Form
- W-9
- Felony Conviction notice
- Conflict of Interest Questionnaire
- Certificate of Texas Government code 2270.002 Prohibition on contracts with companies boycotting Israel.
- 1295 form Certificate of Interested Parties

Optional Acknowledgments *[insert as required by district preference]*

You confirm that you will not charge interest earned on the account analysis.

If awarded the contract, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy.

You accept the investment options and/or collateral conditions as specified in our investment policy.

By submitting this proposal, you acknowledge that you agree with and accept all specifications in the proposal except as you expressly qualified in the proposal.

Bank: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Typed Name: _____

Date: _____

Offer Form

RFP # SW-207764

Depository Service

INSTRUCTION AND REQUIREMENTS FOR OFFER SUBMITTAL

The Offeror shall furnish to the District all information and data requested by the District to determine the Offeror's qualifications and responsibilities. All answers must be complete and stand-alone. Failure to follow directions using manual submission of the solicitation may result in the Offer being disqualified or deemed non-responsive. The Offerors shall familiarize themselves with the relevant conditions in the material and labor markets prior to the submission of an offer. By submitting an offer, the Offeror represents that it has familiarized itself with existing and future market conditions and agrees to perform in full accordance with the Offer.

The Offeror must comply with any insurance, bid bond, or liability requirements of the District as noted elsewhere in this solicitation document. The Offeror must include pertinent literature/documentation for the proposed products/goods or services. If the Offeror requires a credit application or similar documentation to conduct business with Dallas ISD after awarding of any Contract, those documents must be submitted at the time of Offer submission.

Manual submissions must be delivered to the Procurement Services Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. The manual submission shall consist of three (3) complete paper copies.

The Offeror may submit a manual response in person or via mail/FedEx/UPS etc. before the cutoff date and time at the following address:

Dallas Independent School District
Attn: Shomari Williams, Procurement Services
9400 N. Central Expressway,
Suite 1510
Dallas, TX 75231
RFP SW-207764

Does the vendor agree and understand the instructions and requirements above?

Circle one from the response values below:

Yes

No

REPRESENTATION AND CERTIFICATION

By submitting this Offer, the Offeror certifies that he/she is a responsible authorized representative of the company and certifies the accuracy of the following statements. Represents that to the best of its knowledge it is not indebted to the District. Indebtedness to the District shall be a basis for non-award and/or cancellation and/or termination of any award.

Does the Vendor agree?

Circle one from the response values below:

Yes - I agree

No - I Do not agree

The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award.

FIREARM ENTITY OR FIREARM TRADE ASSOCIATION

If the Vendor is not a sole proprietorship, has ten (10) or more employees, and the value of the Vendor's contract with the Owner has a value of \$100,000 or more, the Vendor warrants and represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner unless excepted from that law.

Does the Vendor agree?

Circle one from the response values below:

Yes - I agree

No - I Do not agree

The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award.

THIS PAGE MUST BE RETURNED WITH THE RFP

DALLAS INDEPENDENT SCHOOL DISTRICT ANTITRUST CERTIFICATION STATEMENT (Tex. Government Code 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my behalf or behalf of the company, corporation, firm, partnership, or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

Does the Vendor agree?

Circle one from the response values below:

Yes - I agree

No - I Do not agree

The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award.

THIS PAGE MUST BE RETURNED WITH THE RFP.

DEVIATIONS AND EXCEPTIONS

One of the following options must be chosen. No response will deem response as no deviation.

DEVIATIONS/EXCEPTIONS TO TERMS, CONDITIONS, AND/OR STATEMENT OF WORK

If the Offeror desires any exception/deviation from any portion of the solicitation document, those exceptions/deviations must be clearly noted below. The offeror will provide reference to the particular page, paragraph, and sentence and provide the Offeror's proposed changes to the page, paragraph, and sentence in this section of their response.

Offerors who list deviations to the Terms, Conditions, and/or Statement of Work contained in this solicitation may result in an Offer being deemed nonresponsive. The District reserves the right to consider minor deviations. The following provisions are prohibited and are non-negotiable: Indemnification by the District of a vendor or supplier, arbitration, automatic renewals, the venue outside of Dallas County, Texas, and governing state law that is not listed as Texas. If the Offeror desires any exception/deviation from any portion of the solicitation document, those exceptions/deviations must be clearly noted below. The offeror will provide reference to the particular page, paragraph, and sentence and provide the Offeror's proposed changes to the page, paragraph, and sentence. The District reserves the discretion to determine whether the proposed deviations render the Offer nonresponsive. The District reserves the right to reject any use of the Offeror's terms and conditions of any kind, including web links to any online terms and conditions, or use of the Offeror's form of agreement.

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

Provide your answer below:

THIS PAGE MUST BE RETURNED WITH THE RFP.

NO DEVIATIONS OR EXCEPTIONS

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, specifications, and required forms.

Circle one from the response values below:

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, specifications, and required forms.

FORM 1295 - CERTIFICATE OF INTERESTED PARTIES

Pursuant to HB 1295 (2015), the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached to the Response Attachments prior to any business transaction. If your company is publicly traded, you do not need to complete this form.

Please note the following helpful hints and instructions in completing the form:

- **Box 1:** Please enter the business entity filing form, city, state, and country of the business entity's place of business.
- **Box 2:** Please enter **Dallas ISD**.

THIS PAGE MUST BE RETURNED WITH THE RFP.

- **Box 3:** Please use **Dallas ISD's solicitation (bid) number** as the identification number being requested and the contract name as a description of goods or services.
- **Box 6:** Please complete and sign, then attach the completed 1295 form with the bid response.

Please acknowledge that you have read and understood that the district cannot do business with your company without the submittal of this form. If your company is "Publicly Traded" you do not need to complete this form.

Does the Vendor agree?

Circle one from the response values below:

Yes - I agree

No - I Do not agree

The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award.

Publicly Traded

ENVELOPES SHOULD BE PLAINLY MARKED:

Depository Services

RFP# - 207764

Due Date: November 14, 2024 at 2:00 PM

THIS PAGE MUST BE RETURNED WITH THE RFP.

STEPHANIE S. ELIZALDE, ED.D.
SUPERINTENDENT OF SCHOOLS

Company Officer:

Date:

Signature:

Name:

Title:

E-mail:

Name of Firm:

Firm's Address:

City:

State:

Zip Code:

Phone #:

THIS PAGE MUST BE RETURNED WITH THE RFP.

STEPHANIE S. ELIZALDE, ED.D.
SUPERINTENDENT OF SCHOOLS

Fax #:

SS or Fed ID#:

THIS PAGE MUST BE RETURNED WITH THE RFP.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____			
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
6	City, state, and ZIP code			
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Dallas ISD
9400 North Central Expressway
Dallas, TX 75231

FELONY CONVICTION NOTICE

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

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

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

Offeror’s Name: _____

Authorized Company Official 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: _____

Form D
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.

If a conflict exists, forms must be filed:

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

Officers of the Dallas Independent School District are:

Edwin Flores (District 1)
Sarah Weinberg (District 2)
Dan Micciche (District 3)
Camile D White (District 4)
Maxie Johnson (District 5)
Joyce Foreman (District 6)
Ben Mackey (District 7)
Joe Carreon (District 8)
Justin Henry (District 9)
Stephanie Elizalde, Superintendent of
Schools

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATION OF TEXAS GOVERNMENT CODE 2270.002 PROHIBITION ON CONTRACTS WITH
COMPANIES BOYCOTTING ISRAEL**

Supplier certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with DALLAS ISD. For purposes of any contractual arrangement with DALLAS ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I hereby certify my company does not Boycott Israel and will not boycott Israel during the term of this contract, as defined in Texas Government Code 2270.002.

For the Supplier (signature)

Title of Authorized Individual

Date

Supplier Name

Instructions for Completing Form 1295 - Business Entity: Disclosure of Interested Parties

In accordance with Section 2252.908 of the Texas Government Code, the Dallas Independent School District may not enter into a contract with a business entity that requires the approval of the Board of Trustees until that business entity files a Form 1295 with the Texas Ethics Commission through the Texas Ethics Commission's online reporting and then files the completed, and signed Form 1295 with the Dallas Independent School District.

The Texas Legislature adopted House Bill 1295 in 2015 and amended in 2017. HB 1295 added Section 2252.908 to the Government Code. Under this law, any business entity that enters into a contract with the Dallas Independent School District, that requires the approval of the Board of Trustees, must submit a "Disclosure of Interested Parties" prior to the execution of the contract. The "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission, and is the "Form 1295".

The Texas Ethics Commission was also charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of their website pertaining to Form 1295 is: www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Each business entity must visit the Texas Ethics Commission, since **Form 1295 must be completed electronically through the Texas Ethics Commission website** (handwritten forms are not allowable).

Once the business entity has completed their electronic filing of Form 1295, the business entity must print, and sign the form. The business entity must then submit the completed, and signed Form 1295 to the Dallas Independent School District Procurement Services Buyer noted in the solicitation document. Please mail or deliver the completed, and signed Form 1295 to:

Dallas Independent School
District Attn: Procurement
Services: Shomari Williams

Mailing address
9400 N. Central Expressway
Dallas, TX 75231

The above process must be completed before any contract may be executed. No portion of the Form 1295 process commits the Dallas Independent School District to any type of award or contract whatsoever.

After the Procurement Administrator receives the completed, and signed Form 1295, the Procurement Services Buyer will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the Dallas Independent School District's receipt of the completed, and signed Form 1295.

The Dallas Independent School District hopes this summary information is helpful. However, this information is not exhaustive, and all business entities are encouraged to visit the Texas Ethics Commission website, which contains frequently asked questions, instructional videos, and more on HB1295/Section 2252.908 requirements and/or consult with your own counsel.

CERTIFICATE OF INTERESTED PARTIES

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

[fill in the requested business entity information]

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

[Houston-Galveston Area Council]

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

[fill in procurement solicitation/contract number here]

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of Interest (Controlling, Intermediary). Includes red text: [See Section 2252.908 of the Texas Government Code, Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code, and the Texas Ethics Commission website]

5 Check only if there is NO Interested Party. []

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Sign and notarize the form before submitting to the Procurement Administrator of H-GAC]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Tex. Gov't Code § 2252.908

(a) In this section:

- (1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- (4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

(c) Notwithstanding Subsection (b), this section does not apply to:

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education; or
- (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and
 - (B) any qualified vendor is eligible for the contract.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.



Minority / Women Business Enterprise

Goods and Services M/WBE Department | 9400 N. Central Expressway, Dallas, TX 75231 | 972.925.4140 | www.dallasisd.org/mwbe

GOODS AND SERVICES M/WBE COMPLIANCE GUIDELINES AND FORMS

The information gathered from these forms will be used as part of the Minority/Women Business Enterprise (M/WBE) evaluation. Please visit our website at www.dallasisd.org/mwbe for a fillable version of these forms.

Bid/RFP Number:		Total Proposed Price:	\$
Bid/RFP Title:			

Description of Work*

*The description of work is not required with the initial bid/proposal – this section should be completed with an assignment of work (AOW).

Company Contact Information			
Company Name:			
Company Tax ID#:			
Contact Person:			
Phone:			
Email:			
Address:			
City:		State:	
		Zip:	

Minority or Woman Owned Business (M/WBE) Classification			
Is your company a Certified Minority or Woman Owned Business (M/WBE)?			
<input type="checkbox"/> Yes	If “Yes,” complete the current certification information below. Indicate ethnicity and gender. Dallas ISD Recognized M/WBE Certification Agencies: Refer to Section 13 on Page 10		
<input type="checkbox"/> No	If “No,” indicate your ethnicity & gender below.		
M/WBE Certification Agency	M/WBE Certification Number	Ethnicity	Gender

Signature Block Please sign below	
Required Signature. The undersigned authorized agent agrees that he/she has read and understands the M/WBE Compliance Guidelines and Forms and that all information is correct to the best of his/her knowledge.	
Signature (Please Sign Below)	Date:
X	

Company Name: _____ Bid/RFP No.: _____

Section 1. | Diversity Plans

Does your company have an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan?

- Yes** If “Yes,” attach a copy of your plan immediately following the M/WBE forms.
 No

Section 2. | Workforce Composition

Employee Category	African American		Asian		Hispanic		Native American		Non-Minority			Total Employees	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		Male	Female
Executive & Managerial													
Technical & Skilled													
Office & Clerical													
Other													
TOTAL													

Section 3. | References

List two (2) M/WBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Section 4. | Mentor Protégé

Does your company currently participate in a Mentor Protégé Program as a mentor to an M/WBE company?
Refer to Section 19 on Page 13 for additional information.

- Yes** If “Yes”, attach a signed and notarized copy of the Mentor Protégé Agreement and any supporting documents.
 No

Company Name: _____ Bid/RFP No.: _____

Section 5. | Prime-Subcontractor Team

Is your company bidding as a Prime-Subcontractor Team with a certified M/WBE company?
 Refer to Section 16 on Page 11 for additional information.

- Yes.** If “Yes,” identify the certified M/WBE company below. Attach a signed, dated and notarized Prime-Subcontractor Teaming Agreement.
 No.

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

Section 6. | Joint Venture (JV)

Is your company bidding as a Joint Venture (JV) with a certified M/WBE company?
 Refer to Section 17 on Page 12 for additional information.

- Yes.** If “Yes,” identify all partners (including your company*) below and attach a signed, dated, and notarized Dallas ISD Master JV Agreement. Each JV partner (excluding your company) must complete Sections A through D on Page 4.
 No.

Joint Venture Majority Partner*			
Company:		Contact Person:	
Email:		Phone:	
JV % Split:			

Joint Venture Partner			
Company:		Contact Person:	
Email:		Phone:	
M/WBE Certification Agency:			
M/WBE Certification Number:			
Ethnicity:		Gender:	
		JV % Split:	

Company Name: _____ Bid/RFP No.: _____

COMPLETE SECTIONS A THROUGH D FOR EACH JOINT VENTURE PARTNER(S). USE ONE PAGE PER PARTNER

Section A. Diversity Plans

Does your company have an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan?

Yes. If "Yes," attach a copy of your plan immediately following the M/WBE Compliance Guidelines & Forms.

No.

Section B. Workforce Composition

Employee Category	African American		Asian		Hispanic		Native American		Non-Minority		Total Employees	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive & Managerial												
Technical & Skilled												
Office & Clerical												
Other												
TOTAL												

Section C. M/WBE References

List 2 (two) M/WBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Section D. Mentor Protégé Program

Does your company currently participate in a Mentor Protégé Program, as a mentor to an M/WBE company?
Refer to Section 19 on Page 13 for additional information.

Yes. If "Yes," attach a signed, dated and notarized copy of the Mentor Protégé Agreement and notarized minutes.

No.

Company Name: _____ Bid/RFP No.: _____

Section 7. | Subcontractor and Prime Self-Performance Participation

Will you use any subcontractors, sub consultants, suppliers (M/WBE and/or Non-M/WBE) as part of this bid/proposal?

Yes. I plan to utilize subcontractors as part of this bid/proposal. Complete Section 9 below.

No.

Will you self-perform the entire scope of work?

Yes. I plan to self-perform the entire scope of work with my own workforce. If you are a Certified M/WBE Prime complete Section 10 below.

No.

Section 8. | Certified M/WBE Prime Self-Performance

Certified M/WBE Prime Self-Performance

If you are a Certified M/WBE Prime and will self-perform with your own workforce the management of the project, complete the Certified M/WBE Prime Self-Performance chart below. The work should be consistent with industry standards. The M/WBE Prime’s self-performance of a specialty trade or project scope of work shall be counted toward the goal, up to a maximum of 50% of the M/WBE project goal. Refer to Section 14 on Page 10 for additional information.

Certified M/WBE Prime Self-Performance				
Certified M/WBE Prime Company’s Name:			Contract Amount	M/WBE %
Contact Person:				
Ethnicity:		Gender:		
Scope of Work:				

Section 9. | Subcontractor Utilization

List all (minority and non-minority) subcontractors, suppliers, sub consultants, or sole proprietors that will be utilized in this bid/proposal. Only Certified M/WBE Prime Self-Performance and Certified M/WBE Subcontractors will be counted towards the M/WBE goals. If you will not utilize M/WBE subcontractors, complete Section 10 on Page 7.

For information on the change of subcontractor policy refer to Section 16 on Page 11.

Non-certified companies will not be counted towards the M/WBE goal.

Subcontractor/Supplier Information

Subcontractor/Supplier Information					
Subcontractor/Supplier Company’s Name:			Contract Amount	M/WBE %	
Address:					
Contact Person:					
Ethnicity:		Gender:			
Phone:		Email:			
M/WBE Certification Agency:		Certification #:			
Scope of Work:					

Additional Subcontractor/Supplier Information on the following page

Company Name: _____ Bid/RFP No.: _____

Subcontractor/Supplier Information Continued

Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %
Address:					
Contact Person:					
Ethnicity:		Gender:			
Phone:		Email:			
M/WBE Certification Agency:		Certification #:			
Scope of Work:					
Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %
Address:					
Contact Person:					
Ethnicity:		Gender:			
Phone:		Email:			
M/WBE Certification Agency:		Certification #:			
Scope of Work:					
Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %
Address:					
Contact Person:					
Ethnicity:		Gender:			
Phone:		Email:			
M/WBE Certification Agency:		Certification #:			
Scope of Work:					
Subcontractor/Supplier Company's Name:				Contract Amount	M/WBE %
Address:					
Contact Person:					
Ethnicity:		Gender:			
Phone:		Email:			
M/WBE Certification Agency:		Certification #:			
Scope of Work:					
				Total:	

If you have additional subcontractors/suppliers please make copies of this form.

M/WBE Department's Office Use Only

Contract Amount	M/WBE Contract Total	M/WBE Percentage	M/WBE Coordinator

Company Name: _____ Bid/RFP No.: _____

Certified M/WBE Subcontractor Performance. The M/WBE subcontractors, suppliers, and/or vendors must be 1st, 2nd or 3rd tier subcontractors, suppliers, and/or vendors when calculating participation. In order to prevent double counting, the district will count the M/WBE subcontractor participation for the 1st tier firm. If the 1st tier isn't a certified M/WBE, the district will count the 2nd tier M/WBE subcontractor. If the 1st and 2nd tier aren't certified M/WBEs, the district will count the 3rd tier M/WBE subcontractor. The expenditures by M/WBEs for materials or supplies toward M/WBE goals are calculated as follows:

	Type	M/WBE Percentage	Definition
A.	M/WBE Manufacturer	100%	Operates or maintains a factory or establishment that produces on the premises; the materials, supplies, articles, or equipment required under the contract.
B.	M/WBE Regular Dealer	60%	Owns, operates, or maintains a store, warehouse, in which the materials, supplies, articles or equipment are kept in stock, and regularly sold or leased to the public.
C.	M/WBE Representatives	Amount of Commission or Fees	Packagers, brokers, manufacturers' representatives

Section 10. | Good Faith Effort

All district prime vendors are required to demonstrate positive and reasonable good faith efforts to subcontract with M/WBEs. **Complete this section if only non-M/WBE subcontractors will be utilized.**

	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?		
2. Were contracts broken down to provide opportunities for subcontracting?		
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?		
4. Was information provided to M/WBEs including, but not limited to bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications?		
5. Were subcontracting opportunities advertised in general circulation, trade associations, M/WBE focused media and/or minority chambers of commerce?		
6. Did you encourage non-certified M/WBEs to pursue certification status?		
7. Were negotiations conducted in good faith with interested M/WBEs?		
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?		
<p>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.</p>		

Company Name: _____ Bid/RFP No.: _____

Section 11. | Letter of Intent (LOI) [Not required with the initial bid/proposal]

To be submitted at the contract negotiation meeting with the district, or as requested by the M/WBE Department. Complete one LOI form for each proposed M/WBE subcontractor. Refer to Section 15 on Page 10 for additional information.

Org/School: _____

Prime vendors must submit a Letter of Intent for each M/WBE Subcontractor who will be utilized to supply any services, labor or materials pursuant to the bid/proposal. If necessary, make copies.

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

This document must be completed in its entirety by the Prime Vendor and signed by both the Prime Vendor and the M/WBE Subcontractor.

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.

A. M/WBE Subcontractor's Information:

The M/WBE subcontractor _____ has been certified by a Dallas ISD recognized certification agency.

Name of Certifying Agency: _____ Certification #: _____ Ethnicity/Gender: _____
Print or Type Certification Agency's Name

Pursuant to Board Policy (CH Local), only M/WBEs who are currently certified may be counted towards meeting the district's M/WBE goal at the subcontracting level. See Section 13 on Page 10 for a listing of the Dallas ISD recognized certifying agencies.

The M/WBE Subcontractor is prepared to perform the following services, labor, or materials listed in connection with the project:

Scope of Work: _____

Price: \$ _____

M/WBE Subcontractor Signature Required Review the above information for accuracy prior to signing this Letter of Intent.		
X		
<small>Print or Type Name and Title of M/WBE Owner, President or Authorized Agent</small>	<small>Signature</small>	<small>Date</small>

B. Prime Vendor's Information:

Contact Person: _____ Company Name: _____

Address, City, State & Zip: _____

Declaration of Prime Vendor/Declarant:

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

and am duly authorized to make this declaration on behalf of _____
Company Name (Print or Type)

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

Prime Vendor/Declarant Signature Required Review the above information for accuracy prior to signing this Letter of Intent.		
X		
<small>Print or Type Name</small>	<small>Signature</small>	<small>Date</small>

General Information regarding the M/WBE Compliance Guidelines and Forms

The district’s aspirational M/WBE goal is **30%** for goods, services, and construction contracts. The district’s aspirational M/WBE goal for bond funded professional service contracts is **35%**. The district may assign a contract specific M/WBE goal in lieu of the aspirational goal. Review your solicitation documents to determine which M/WBE goal will apply. The established M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract. It’s the contractors’ responsibility to be aware and in compliance with all local, state and federal regulations and requirements related to M/WBE programs.

Section 12. | During Bid/Proposal Submission

M/WBE Forms. Submit the completed, signed, and dated M/WBE Compliance Guidelines & Forms by the due date. Include all M/WBE supporting documentation including, but not limited to M/WBE Certificates, Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, signed, dated and notarized Joint Venture Agreement, signed, dated and notarized Mentor Protégé Agreement and Minutes or Prime-Subcontractor Teaming Agreement. Each proposal is evaluated independently against other proposers.

M/WBE Scoring Criteria. The district’s M/WBE Evaluation Scoring Criteria has been established as follows:

	M/WBE Criteria	Maximum Point Allocation
A.	Proposer demonstrated a commitment to the district’s M/WBE program by providing enhancements to the administration of the proposer’s contracting process for the work to be done by M/WBE firms. <i>Examples of this commitment may include any of the following: expedited payments, Mentor Protégé Programs, early release of retainage, expanding the pool of diverse subcontractors to firms that have not done business with the district, etc.</i>	3
B.	Proposer submitted a list of 2 (two) M/WBE subcontractor references.	2
C.	Proposer is a certified M/WBE OR Proposer submitted a Joint Venture Agreement with a certified M/WBE OR Proposer submitted a Prime Subcontractor Teaming Agreement with a certified M/WBE.	5
D.	Proposer submitted a diverse list of certified M/WBE subcontractors, subconsultants or suppliers that meets or exceeds the district’s M/WBE aspirational goal in meaningful and significant roles OR Proposer demonstrated outreach designed to meet the M/WBE project goals with a diverse M/WBE team of subcontractors, suppliers and subconsultants.	5
E.	Proposer demonstrated a comprehensive framework and understanding of the district’s M/WBE program by: providing a written and detailed M/WBE compliance plan, designating a high ranking individual or knowledgeable consultant who will be responsible for M/WBE contract compliance, monitoring and reporting, ensuring no unauthorized changes to M/WBE subcontractors, adhering to the M/WBE commitment and subcontractor payment terms, executing the M/WBE subcontracting schedule, complying with the district’s M/WBE Program guidelines, etc.	5
	Total Points	20

Subcontractor Utilization. Complete Section 9 on Page 5 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. Contact the M/WBE Department if you would like a listing of certified M/WBE subcontractors or suppliers.



Section 13. | Recognized Certifying Agencies

The district accepts M/WBE certifications issued by:

- | | |
|--|--|
| 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 (8A or certified SDB) |
| National Minority Supplier Development Council (NMSDC) | 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. Vendors do not have to be a certified M/WBE to participate in the district’s contracting and purchasing activities.

Section 14. | Certified M/WBE Prime Self-Performance

- The M/WBE prime must be a bona fide business with real and continuing ownership for more than a year prior to the solicitation and was not created merely for the purpose of meeting this evaluation criteria.
- The M/WBE prime must be certified at the time of submission of the proposal.
- The M/WBE prime must be economically independent, perform commercially useful functions and perform the management of the project or the specialty trade work, consistent with industry practices, with its own workforce.
- The M/WBE’s self-performance of a specialty trade or project scope of work shall be counted toward the M/WBE goal up to a maximum of 50% of the M/WBE project goal.

For example, an M/WBE prime elects to self-perform the interior finish out painting which equals 10% of the project’s total costs and the goal for the project is 30%. The M/WBE prime’s participation will count 10% toward the M/WBE project goal of 30%. The remaining M/WBE subcontracting goal after applying the MWBE prime’s self-performance on the project is a 20% M/WBE subcontracting goal.

- If the M/WBE prime’s self- performance exceeds the M/WBE contract goal, a maximum of 50% of the M/WBE project goal will be applied toward the goal.

For example, the M/WBE prime self-performs the concrete work for the project and the concrete work is 30% of the total project costs. The MWBE prime’s participation will count 15% toward the M/WBE project goal of 30%. The remaining M/WBE subcontracting goal after applying the M/WBE prime’s self- performance on the project is a 15% MWBE subcontracting goal.

Section 15. | After Bid/RFP Submission

Letter of Intent. The awarded prime vendor who will subcontract portions of the work should complete the *Letter of Intent to Perform/Contract as an M/WBE Subcontractor* form (Section 11 on Page 8) for each proposed M/WBE subcontractor. The prime vendor 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.

Changes to the List of Subcontractors. A Request for Approval of Contract Change form must be submitted to the M/WBE Department for approval **prior** to any changes to the M/WBE subcontractor utilization listing in Section 9 on Page 5. A written justification and supporting documentation are required from the prime requesting the change. This applies after the Bid/RFP submission and throughout the contract duration.

Subcontractor Payment. The Prime vendor shall submit an M/WBE Pay Activity Report (PAR) indicating the amounts paid (along with required proof of payments) to its subcontractors with each pay application or as requested by the district.

- Acceptable proof of payments includes: (1) Emails from the Subcontractor verifying the payment amount, date paid, school name and/or org #, and project information (2) Partial Lien Releases, (3) Cancelled Checks, or (4) Proof of Electronic Funds Transfer;
- All Prime vendors must pay all submitted invoices, including retainage to subcontractors, suppliers, or entities within **10 days** of receiving payment from the district;
- No Prime vendor shall withhold a non-disputed subcontractor payment;
- No Prime vendor may withhold retainage greater than 5% from the subcontractor.

Contract Execution between Prime Vendor and Subcontractor. Prime vendor agrees to establish a written contract with each subcontractor. At minimum, the contract should include the scope of work, payment terms, prompt payment clause and retainage clause.

Changes to the original M/WBE Commitment – After Contract Execution. The prime vendor shall notify the M/WBE Department if the percentage of M/WBE participation falls below the level of participation represented in the contract. The prime vendor shall promptly notify the M/WBE Department within seven (7) days and obtain a listing of other certified M/WBE vendors to meet the commitment amount.

Records Retention. The prime vendor will be required to maintain records showing the subcontractor/supplier awarded contracts, 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.

Section 16. | Prime-Subcontractor Teaming Agreement

The Prime-Subcontractor Teaming Agreement will be evaluated based upon the below referenced criteria. The designated subcontractor in this agreement must be a certified M/WBE. There is a maximum of five (5) numerical points available.

Proposer submitted a teaming arrangement and/or strategic partnership with subprime contracting with a certified MWBE firm(s). The certified MWBE firm(s) provides prime management, control and supervision of a clear and distinct portion of the specialty trade(s) or project scope of work in a meaningful and significant role(s). Proposer will establish a teaming agreement which defines the minimum M/WBE subcontractor commitment. The teaming agreement defines what trade(s) the subcontractor will perform and the subcontractor is certified in the respective subcontracting scope.

	Teaming Agreement Scoring Analysis	Located on Page	Available Points
A.	The teaming agreement provides the certified M/WBE firm(s) with prime management, control and supervision of a clear and distinct portion of the project scope of work in meaningful and significant roles.		2.00
B.	A pre-negotiated subcontract form is an exhibit to the teaming agreement.		1.00
C.	The teaming agreement contains a dispute resolution procedure.		0.50
D.	The teaming agreement only terminates upon owner non-select or owner non-award.		0.50
E.	The teaming agreement requires subcontract award to the M/WBE partner identified in the teaming agreement.		1.00
	Total		5.00

Section 17. | Joint Venture Program Information

The objective of the district’s Joint Venture (JV) Program is to further the development, growth, and capabilities of minority and women-owned businesses that allow such businesses to offer the district the best combination of performance, cost, and delivery of service. A JV is an association of two (2) or more companies with a certified minority or woman-owned business to form a new company. The Joint Venture parties are required to utilize the Dallas ISD Master Joint Venture Agreement. The agreement must be signed, dated and notarized by all Joint Venture parties. The Joint Venture does not replace a prime contractor’s responsibility to satisfy applicable M/WBE program requirements, including M/WBE goals. Failure to adhere to the terms and conditions outlined within the Dallas ISD Master Joint Venture Agreement may deem your Joint Venture response as non-responsive and result in a non-point award during evaluation.

Companies seeking to participate in a Joint Venture arrangement has the burden of demonstrating to the district, by a preponderance of the evidence, that it meets the requirements of Board Policy (CH) Local with respect to being an eligible Joint Venture for counting purposes. The district will analyze whether the stated Joint Venture is realistic considering the number of employees, experience, resources, certification type, and other resources that each party provides to the Joint Venture. The Joint Venture Partnership must include a certified M/WBE Partner, based on the percentage allocated, who is able to adequately bond the project, have the experience and resource to perform the services, labor or material listed.

The Joint Venture Partner(s) may provide co-surety bond or bonds in proportionate percentage to their ownership in the Joint Venture and to other parties are applicable in a form acceptable to the owner. The Joint Venture may also provide in a form acceptable to the owner any bond or bonds in the name of the Joint Venture in lieu of the co-surety arrangement; provide an Up Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all of the parties associated with the SAA Form #1.

A separate bank account in the name of the Joint Venture must be established by the Joint Venture. The bank account will require the signature of an authorized representative of each party or his or her designee for withdrawal by check or documented approval of an authorized representative for withdrawal by electronic means.

Refer to the district’s website at www.dallasisd.org/mwbe for the required Dallas ISD Master Joint Venture Agreement and Joint Venture Guidelines.

Section 18. | Goods and Services M/WBE Joint Venture Scoring Analysis

The Joint Venture (JV) Agreement will be evaluated based upon the below referenced criteria. One of the JV partners must be a certified minority or woman-owned business. There is a maximum of five (5) numerical points available. Refer to Section 17 on Page 12 for additional information.

The proposer must submit an approved, signed, dated, and notarized Dallas ISD Master Joint Venture Agreement. Any modifications to the Dallas ISD Master Joint Venture Agreement and amendments must be submitted for review with the proposal and include highlighted proposed changes or modifications to the agreement for review and approval of Dallas ISD’s M/WBE office.

A. M/WBE Joint Venture Partner	Points
Does it identify the distinct, clearly defined portion of the work provided by each M/WBE joint venture partner, in significant and meaningful ways? The work must be separate, clear and distinguishable. Specify the nature of the work and what it will entail. Complete exhibit A of the Dallas ISD Master Joint Venture Agreement.	3.00
B. Staffing Plan	
Does it provide a staffing plan to be determined per the established participation percentages indicating the number of employees to be provided by each M/WBE joint venture partner? This should include a project organizational chart and a resumé for each key personnel that includes length of employment, time serviced in their role(s), and experience within the industry. Complete exhibit B of the Dallas ISD Master Joint Venture Agreement.	1.00
C. Financial and Bonding Information	
Does it provide a letter from a financial institution or bonding surety company, substantiating the financial strength or bonding capacity of each M/WBE joint venture partner(s)? This document should commensurate each M/WBE joint venture partner(s) percentage split. Complete exhibit C of the Dallas ISD Master Joint Venture Agreement.	1.00
Total Points	5.00

Section 19. | Mentor Protégé Program Information

The Minority/Women Business Enterprise (M/WBE) Department's Mentor-Protégé program aims to stimulate the growth of minority and women-owned businesses through education, business development, and training. A mentor should be willing to advise and support the Protégé and help identify the needs and skills of the Protégé. Mentor Protégé Agreement, meeting minutes, progress reports, and deliverables should be signed by all parties, dated, and notarized.



Standard General Terms and Conditions

Dallas ISD has adopted Standard General Terms and Conditions, which govern purchases made by Dallas ISD and the relationship between the District and Offeror and are hereby made part of the Agreement/Contract between the parties. "Offeror" refers to the firm/company submitting a response to a solicitation by the District. After acceptance of the Offer and a resulting Contract, "Offeror" will become synonymous with "Vendor", "Contractor", "Provider", or similar title. "Offer" refers to a response to a solicitation for an Offer-i.e., "Bid" for an IFB/RFB; "Proposal" for RFP/RFQ; "Offer" for RFO; or "PO" for Purchase Order. These terms apply as incorporated by reference into solicitations, contracts, and purchase orders.

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

Sales Tax Exemption.

- a. The Vendor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction and shall pay all taxes for which the Vendor may be held liable as a consumer or user of goods, or otherwise without addition to the Agreement price. The Vendor shall pay all sales, consumer, use, and other similar taxes required by law.
- b. The District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Vendor may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed, and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Vendor in performing this Agreement with the District. The Vendor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

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

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

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

1. The following subparagraphs apply generally to solicitations, responses to solicitations (i.e., Offers), evaluation, and Contract award; however, remedies, representations, and performance-type requirements apply during Contract performance:

- a. **SUBMISSION OF OFFER.** Submission of a response to an RFP, IFB, RFO, or similar solicitation document shall be considered as the representation that the Offeror has carefully read all aspects of the solicitation document and has investigated all past, present, and required conditions, including material and labor markets, of the goods or services being offered in the solicitation and freely submits an Offer. Failure of Offeror to examine the specifications, standard provisions, and/or all instructions will be at Offeror's risk.
- b. **RESPONSIVENESS.** It is the Offeror's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions may result in Offeror being declared "non-responsive" and being disqualified from further consideration.
- c. **SEALED SUBMISSION OF OFFER.** The offeror may submit its Offer online through our electronic system or manually. If the Offer is submitted manually, the offeror should submit its Offer in a sealed envelope, plainly marked with Offeror's name, Bid/Proposal number, re-

ceipt/opening date, and time. Offers may be mailed or delivered; however, the Offers should be in an envelope as noted above regardless of delivery method.

- d. **LATE SUBMISSION.** Offers received after the time and date specified will not be accepted. Offers must be submitted in sufficient time to be received and time-stamped at the Procurement Services Department on or before the Offer Receipt/Opening Time and Date. The District will not be responsible for delivering mail from the post office.
- e. **SIGNATURE BLOCK.** Offers received without a proper signature will not be accepted. Signatures of the Parties transmitted by facsimile, pdf, or other electronic means shall be deemed to be their original signatures for all purposes.
- f. **FACSIMILE (FAX) OFFERS.** Facsimile (fax) bids/proposals will not be accepted unless otherwise noted elsewhere in the solicitation.
- g. **PRICES/COMMENTS IN INK AND UNIT PRICE EXTENSIONS.** All prices and comments must be typed or written in ink. Offers written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Offeror. Unit prices should include extended prices. The unit price will prevail in the resolution of mathematical errors in the extended price or the total. The offeror must submit prices and other information required in the proper spaces on the offer forms provided. The deviation may result in disqualification of the Offer.
- h. **ESTIMATE OF REQUIREMENT.** The quantities stated elsewhere in the solicitation documents (IFB, RFP, RFO, etc.) are an estimate of use ONLY unless clearly stated in the Statement of Work. The District makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract unless stated in the Statement of Work. Specific quantities will be noted on subsequent Purchase/Delivery Orders or equivalent documents issued under this Contract. If the District's requirements do not result in orders in the quantities described as "estimated" in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment. The District is not required to purchase requirements in excess of the estimated quantity on any item from the Offeror.
- i. **DISCOUNT PURCHASES.** If the solicitation is for discount purchases instead of fixed prices, zero (0) percent discounts will generally not be considered for contract award. The District may select 3 to 5 of the most qualified/responsive submissions offering the most competitive pricing. Offerors must submit a catalog or price list, if applicable, with the Offer for evaluation purposes. Failure to submit a catalog may result in disqualification. Contracts/Agreements shall be awarded to the Offerors, as determined by the District, offering the most competitive pricing based upon a comparative analysis of each Offeror's manufacturer/catalog pricing.
- j. **IDENTICAL OFFERS.** In the event, identical Offers (i.e., tied "bids") are received, based on the best value, responsible, responsive Offer price, and other factors considered, the Dallas ISD will select one Offeror as the successful Offeror. If one of the Offerors submitting the identical proposal is a resident of the District, that Offeror shall be selected. If two or more such Offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical Offers shall be selected by casting of lots.
- k. **CONTRACT RIDERS.** All School Districts, with a Board-approved inter-local agreement with the District expressing an interest in riding the contract resulting from this solicitation, may do so with written notification. Please indicate if contract pricing and terms will NOT be extended to these districts. The District may assess a nominal administrative fee to the interested parties upon request. The district assumes no responsibility in the evaluation and award of any contract that results from this rider. Any contract resulting from this rider is strictly between the individual School Districts and the Offeror.
- l. **ACKNOWLEDGEMENT OF AMENDMENTS/ADDENDA.** Changes to the solicitation document (IFB, RFP, RFO, etc.), statement of work, specifications, or similar substantial changes, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed Offer and with any other addendum at the time and date of the solicitation opening or prior to that time. If the addendum is not returned, the Offer may be disqualified.
- m. **ALTERNATIVE BIDS.** This subparagraph is specific to a "Bid" (i.e., an Offer to an IFB or RFB). No alternate Bid will be accepted unless otherwise stated in the solicitation. Submission of an alternate or taking exceptions to the IFB/RFB (including, but not limited to, the Statement of Work; Specifications; and General Terms and Conditions) may result in the Offer being declared "non-responsive" and not being further considered for award.
- n. **CHANGES IN NAME, ADDRESS, OR PHONE NUMBER.** Offerors are solely responsible for notifying the District's Procurement Services Department of any changes, in writing, to the company's name, address, and telephone number. If an Offeror fails to notify the District of any changes in their contact information, the Offeror may be suspended from transacting business with the District until the changes have been made.
- o. **SUBSTITUTIONS.** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" is specified; however, the determination of an acceptable "substitute" is at the sole discretion of the District. No substitutions or cancellations are permitted after award without written approval by the District's Purchasing Executive Director or equivalent position.
- p. **BRAND NAME OR EQUAL.** The use of brand/models in the solicitation document (IFB, RFP, RFO, etc.) is to establish a standard of quality, workmanship, performance, etc. Offerors may bid/propose brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or "Equal or" is upon the Offeror; however, the final determination of "Equal" is at the sole discretion of the District. For line items, the Offeror must specify the make or model of each line item, even if offering the brand specified. DO NOT state "As Specified" or "Equal" rather clearly and completely list the brand/make/model. Offeror (s) submitting brands or models other than those specified may be requested to furnish samples, at Offeror's expense, of their offerings for evaluation by the District. These samples will generally NOT be returned and may be destroyed or consumed in testing/evaluation.

- q. **DEMONSTRATIONS/SAMPLES.** In order for the District to determine an acceptable "substitute" or to determine "as equal" for "brand name or equal", a demonstration or sample of the products/goods may be requested.
- i. Offerer shall provide the demonstration version or sample at no cost to the District. The offerer shall bear all expenses for transportation, installation, removal, operational supplies, and repair parts of the demonstration/sample.
 - ii. Offerer understands that this evaluation is without monetary consideration for the use of the equipment. It is for evaluation only and does not obligate the District to purchase the products or goods at the present or any future time.
 - iii. The District agrees to use the demonstration version/sample for evaluation only and to use the product/good in an environment and under circumstances substantially consistent with the product's/good's design and intended use. The District agrees to provide reasonable care and safeguard of the demonstration version/sample while it is in the District's possession; however, Offerer acknowledges that the demonstration version/sample may be damaged/consumed, destroyed during the evaluation. The offerer understands that the results of the evaluation may not be used as an endorsement by the District or for promotional purposes using the District's name, logo, or other identifying information.
 - iv. Offerer will indemnify, save harmless and defend the District from and against any claims, actions, debts, liabilities, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to the demonstration version/sample, or injuries to, or death of any persons whatsoever, in any manner caused by or attributed to Offerer or Offerer's agents, servants, representatives, consultants, or employees while in the District's possession or attributed to the failure or malfunction of the demonstration version/sample provided by the Offerer during the District's use, test, or evaluation of the demonstration version/sample.
- r. **FACILITY MODIFICATIONS.** If any part of the Offer will necessitate any existing facility modifications including, but not limited to, the removal or relocation of any physical elements, the Offerer shall provide a detailed list of every modification necessary and associated cost to address each item. Further, if there is an increase of existing electrical, plumbing, or mechanical load(s) to the existing facility that will necessitate additional electrical outlets, water sewer, air conditioning, etc., the Offerer shall provide a comprehensive list of such, the necessary details and associate cost to address such item. The Offerer shall comply with all applicable codes, regulations, statutes.
- s. **INFORMALITIES AND IRREGULARITIES.** The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any bids/proposals in whole or in part or to negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that the action is in the best interest of the District. The Purchasing Director shall reject the Offer of the Offerer who is deemed non-responsive. The unreasonable failure of an Offerer to promptly provide information with respect to responsibility may be grounds for a determination of non-responsibility.
- t. **OFFER WITHDRAWAL.** An Offerer may withdraw its Offer upon written request at any time prior to the receipt/opening date and time. "Bids" cannot be amended or altered, except to correct price extension errors, after the opening date and time; however, "Proposals" or "Offers" may be amended or altered IF the District initiates discussions.
- u. **COMMUNICATION WITH THE DISTRICT**
- VENDOR CONTACT WITH DALLAS ISD BOARD MEMBERS:**
 Dallas ISD Board Policies CHE (LOCAL) and CAA (REGULATION) forbid vendors from contacting Board members individually at any time during the procurement process or during the performance of any contract. Below are excerpts of Board Policy CHE (LOCAL), for General Procurement process and CAA (REGULATION) for Technology Purchases eligible for E-Rate funding, which detail this restriction:

CAA (REGULATION):

"Contracts with vendors participating in the District's E-Rate Program will include the following provisions:"

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

The vendor will comply with all state and local laws and District policies regarding conflicts of interest and gifts of things of value, including the FCC's rules and requirements regarding "fair and open competition." The vendor will complete all affidavits and questionnaires required by the District relating to conflicts of interest and gifts completely and truthfully. 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)

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 during the restricted contact period. Communications with the Board regarding any aspect of the business shall be in writing and addressed to all Board members."

"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."

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

VENDOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

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

CHE (LOCAL):

"The District vendors, 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, work on, or have any involvement in District-related business of the contractor."

Dallas ISD Board Policy CHE (LOCAL) may be viewed in its entirety from the Dallas ISD website. DBD (LOCAL): "Former senior level 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 of Schools, principal, or employee of the District before the two-year anniversary of the date the former employee ceased to be the Superintendent of Schools, Chief, Executive Director or Director if the communication is made:

With the intent to influence; or

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)]

Any 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."

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

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

- v. **PROHIBITION AS SUBCONTRACTORS.** No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
- w. **PUBLIC INFORMATION ACT.** Texas Public Information Act (TPIA). The vendor acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - i. by Dallas ISD; [or]
 - ii. 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
 - iii. by an individual officer or employee of Dallas ISD in the officer's or employee's official capacity and the information pertains to the official business of the Dallas ISD.

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

- x. **PROPRIETARY INFORMATION.** With the exception of prior copyrighted or trademarked materials of the Vendor, the Vendor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereun-

der, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Vendor or any other party without the express prior consent of District. In the implementation of the foregoing, Vendor hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed, or used by District which is communicated to, learned, developed, or otherwise acquired by Vendor in the performance of consulting services for District, which is not generally known to the public, shall be confidential, and Vendor shall not, beginning on the date of first association or communication between District and Vendor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Vendor's own benefit or the benefit of another, any such confidential information, unless required by law.

Except when defined as part of the Work, Vendor shall not make any press releases, public statements, or advertisements referring to the Work or the engagement of Vendor as an independent vendor of District in connection with the Work or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. The vendor shall obtain assurances similar to those contained in this subparagraph from persons, vendors, and subcontractors retained by Vendor. The vendor acknowledges and agrees that a breach by the Vendor of the provisions hereof will cause District irreparable injury and damage. The vendor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

- y. **DISCOUNTS.** Offerors are encouraged to offer discounts for quantity buys, timeliness of buys, and/or prompt payment incentives as "value-adds". The conditions for earning the discount may be indicated by the item being offered or by submitting a separate page with the information. These discounts may be considered in determining the low Offer and will be part of any contract issued.
- z. **ECONOMIC PRICE ADJUSTMENT (EPA).** The offeror may include an EPA (price increase or decrease) in its Offer; however, the offered price increases are to be capped by the appropriate Consumer Price Index (CPI) or Producer Price Index (PPI) that should be identified by the Offeror. EPA price increases are not automatic, are not cumulative, and must be justified by the Offeror, in writing, and may be contingent upon District approval. The District reserves the right to terminate a Contract, without prejudice to the District, if a proposed price increase is not reasonable as determined by the sole discretion of the District.
- aa. **COMPETITION INTENDED.** It is the District's intent to maximize competition for all solicitations. It shall be the Offeror's responsibility to advise the District's Executive Director for Procurement Services, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received no later than five (5) days prior to the date set for receipt/opening.
- bb. **OFFEROR'S EXPERTISE.** By submitting an Offer and/or accepting a purchase/delivery order, Offeror represents that he/she is knowledgeable in the goods or services being offered including historical, current, and future market conditions, and that the District can rely on this representation. Offerors will deliver products, goods, and services per specifications.
- cc. **SOLICITATION DOCUMENT PART OF CONTRACT.** The contents of the Offer submitted by the successful Offeror, solicitation document, and General Terms and Conditions will become part of any Contract awarded. The successful Offeror will be expected to perform and honor a Contract awarded by the District as a result of the Offeror's Offer.
- dd. **F.O.B. DESTINATION (FREE ONBOARD).** F.O.B. destination for all competitive Offers is the District's standard for Offers and inside delivery.
- ee. **RECEIPT AND OPENING OF OFFERS.** (1) Bids (i.e., Offers from IFBs/RFBs) will be publicly opened, Offerors identified, and prices read aloud immediately following the Receipt/Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs, RFOs, and RFQs) will be opened by the District in a non-public forum. Names of Offerors and prices will NOT be disclosed until after evaluation and award. (3) All Offers received in response to solicitation documents (IFBs, RFPs, RFOs, RFQs, etc.) will be forwarded to an applicable Evaluation Committee for evaluation and recommendation.
- ff. **NON-CONFORMING TERMS AND CONDITIONS.** Offerors submitting a non-conforming response or an Offer that includes corporate forms, brochures, or sample contract forms that do not conform to the solicitation document may be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If the response is to an RFB/IFB AND price, quality or delivery is affected, the Offer will be deemed "non-responsive" and will not be considered for further evaluation and/or award.
- gg. **OFFEROR DOCUMENTATION.** The Offeror's "binder", cover letter, and/or standard statement of work template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW) of the District's solicitation document (RFP, IFB, RFO, RFQ, etc.) take precedence unless Offeror's deviations/exceptions are specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") that is executed by Offeror and the District's Purchasing Executive Director and incorporated into the Award Letter.
- hh. **EXCEPTIONS FROM TERMS, CONDITIONS, and/or SCOPE OF WORK.** If there is any proposed exception from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the exception clearly stated or the exception clearly and completely noted on the Exceptions to Terms, Conditions, and/or Statement of Work Form. The District reserves the right to determine the responsiveness of any such deviation. If the District determines any such deviation is unacceptable, the Offer may be deemed "non-responsive" and not be considered for further evaluation and/or award. The District's determination of non-responsive is at the District's sole discretion and is not subject to dispute.

- ii. **DEBARMENT.** By submitting a proposal, the Offeror certifies that it is not currently listed as debarred on the Texas Comptroller's website, by the District, or similar State/Federal Agency.

Debarment. In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, Vendor by signing this Agreement shall certify that to the best of the Vendor's knowledge and belief, that it and its principals:

- i. 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 the administration of the E-rate Rules.
 - ii. 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.
 - iii. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in (a)(2) above; and
 - iv. 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.
- jj. **SUBCONTRACTORS.** The offeror shall include a list of all subcontractors anticipated to be used in fulfilling the Offer. The offeror shall also include a statement of the Subcontractor's qualifications. The District reserves the right to reject the Offeror's selection of any or all Subcontractors. The Vendor shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement
- kk. **USE OF FORMER DISTRICT EMPLOYEES.** The offeror will comply with current Board Policies impacting on Offeror using former District employees in any capacity on a Contract/Agreement with District. Essentially, former District superintendents, assistant/deputy superintendents, chiefs, executive directors, and directors (or equivalent) cannot be used for a period of two years after leaving the District. Other former District personnel cannot be used for eighteen months on any Contract/Agreement with the District.
- ll. **EXPENSES INCURRED IN OFFER PREPARATION.** The District will not be liable in any way for any costs incurred by any Offeror in the preparation of its Offer, nor for the presentation of its Offer and/or participation in any discussions and/or negotiations.
- mm. **REQUIREMENT FOR INTERPRETATION.** Requests by the District's Purchasing staff for clarification of Offers shall be in writing unless the clarification does not impact on price, delivery, quality, or a specific portion of the Statement of Work. Applicable requests shall not alter the Offeror's pricing information contained in its price proposal
- nn. **TAXES.** Because fiscal responsibility is an evaluation criterion, in the event that an Offeror is, or subsequently becomes, delinquent in the payment of school ad Valorem taxes, such fact may be grounds for rejection of the Offer, or if already awarded the Contract/Agreement, for termination of the contract without prejudice to the District. However, the District reserves the right to deduct any amounts owed for delinquent taxes from pending payments that the District may owe to the Offeror as a result of such Contract.
- oo. **PAYMENT OF TAXES.** All Offerors located or owning property in Dallas County shall assure that all real and personal property taxes are paid. The District will verify payment of all real and personal property taxes due by the Offeror prior to award of any contract award or renewal.
- pp. **INDEPENDENT CONTRACTOR RELATIONSHIP.** In any resulting contract/agreement, the Offeror is being engaged as an independent contractor and the District will have no responsibility or obligation to provide transportation, insurance, workers' compensation, or employee benefits normally associated with employee status. Offeror covenants and agrees to conduct itself consistent with independent contractor status and that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the District. The offeror will disclose any relationship that could be construed as a conflict of interest or potential conflict of interest or prejudice the independent relationship of the District and the Offeror.
- qq. **RELIANCE ON OFFEROR ASSURANCES.** In the performance of the services hereunder, Offeror represents that it, its owner, and employees have all licenses and permits to (if required) work in the state of Texas and that Offeror is a business either fully incorporated in the state of Texas or recognized and allowed to operate in the state of Texas. The offeror represents that it, its owner, and employees have the knowledge, abilities, skills, and resources to provide the technical assistance and support services specified in this agreement as required by the District. Further, Offeror represents that it has the competence and qualifications to render such services with little or no guidance from the District and has experience in providing said goods, products, commodities, and/or services, and in reliance on such assurances, the District may enter into an agreement with the Offeror. The offeror shall comply with all applicable federal, state, and local laws, executive regulations, and orders.
- rr. **EVALUATION CRITERIA.** In awarding a Contract, Offers may be evaluated on: the purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and vendor's references, the record for fiscal and contracting responsibility, knowledge of the product/good/service and any other relevant factor specifically listed in the solicitation "Other relevant factors" are identified elsewhere in the solicitation. Quality and suitability of the product and not price alone shall be considered in the acceptance of Offers.

- ss. ACTIONS REGARDING OFFERS TO SOLICITATIONS/CONTRACTS.** The District expressly reserves the right, without prejudice, to:
- i. Reject or cancel any or all proposals.
 - ii. Waive any defect, irregularity, or informality in any response to a solicitation procedure allowed by statute or policy.
 - iii. 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.
 - iv. Reissue solicitation (i.e., RFP/IFB/RFO/RFQ).
 - v. Consider and accept an alternate proposal as provided herein when most advantageous to the District;
 - vi. The District has the right to cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
 - vii. Procure any item or services by other means to meet time-sensitive requirements.
- tt. OUT-OF-STATE OFFERORS.** The "Reciprocity Rule" applies. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an Offer with an entity of the State of Texas.
- uu. WARRANTY.** The products, goods, or services furnished under this Contract shall be covered by the most favorable commercial warranties available to any customer for the same or similar products, goods, or services.
- vv. ENVIRONMENT OF DISTRICT.** The District is a tobacco-free, drug-free, weapon-free, and alcohol-free environment. It is the responsibility of the Offeror to ensure that Offeror's employees, agents, subcontractors, etc. are not under the influence and/or possession of drugs, tobacco, alcohol, or weapons. If an employee, agent, subcontractor, etc. of Offeror is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Offeror will be notified at once by the District that the individual(s) must be immediately restricted from all District campuses/departments. Repeated offenses by Offeror could result in Contract termination for default.
- ww. FIRM PRICE OFFER PERIOD.** Offer pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the receipt/opening date to allow time for the District to evaluate, accept, and/or reject Offers.
- xx. AWARD TO MULTIPLE VENDORS.** The District reserve the right to award to a single vendor or multiple vendors i.e., primary, secondary, and tertiary suppliers, etc. The Contract is not exclusive to one Offeror unless so stated in the Statement of Work, or Offeror states "all or none" in its response/Offer and Offer is accepted by District. This Agreement shall be binding upon and insure to the benefit of the parties hereto another respective permitted assigns and successors.
- yy. VENDOR FILE UPDATE BY OFFEROR.** Within seven (7) working days of notification of award of Contract/Agreement, the Offeror must update the vendor information in District's Vendor Management Database database. Failure to update the database may result in termination of Contract/Agreement for default.
- zz. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** Contract Documents are the documents that comprise the basis of the contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District's notice of award or acceptance and may include the District's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; the District's request for Best and Final Offer (BAFO); the Offeror's response to the BAFO; any other documents impacting on the Agreement as deemed necessary by the District; and the notice of award or acceptance by the District.
- i. Offeror will ensure the District's terms and conditions, statement of work, and Contract Documents order of precedence flow down to Offeror's subcontractors, agents, and/or third-party business "partners".
 - ii. Regardless of the documents comprising the Contract Documents, the District's solicitation document (to include the Statement of Work (SOW) and Terms and Conditions) take precedence over other Contract Documents (regardless of date) unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's authorized signator and incorporated into the Award Letter. Phrases embedded in supporting documents submitted in response to a solicitation document that attempts to limit, change, restrict, or replace the precedence over the District's solicitation document may be declared null and void by the District unless such "changes" are specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract.
 - iii. After contract award, the successful Offeror, its sub-contractors, and/or other third parties to the Contract may provide additional information and/or documentation to facilitate the accomplishment of the Contract's SOW in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially embedded comments or general references terms, conditions, SOW) do not change nor replace existing Contract language nor do they supersede or change the precedence of the Contract Documents unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Conditions, and/or SOW") executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract. Any attempt by the Offeror and/or its subcontractors, agents, third parties, etc. to submit or introduce documents that supersede or take precedence over the Contract Documents may be declared null and void by the District.
 - iv. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, workflow charts, templates, third-party documents, end-user license agreements, "shrink-wrap" and/or "click-wrap" licenses, etc. may be

used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents unless specifically identified in a separate document (substantially titled "Exceptions to Terms, Condition, and/or SOW") that is executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract.

2. PROTEST and/or APPEAL PROCESS. A protest shall be in writing and shall be filed with the District's Chief Financial Officer (CFO). A protest of a solicitation shall be received by the CFO before the receipt/opening date. A protest of a proposed award or an award or notice of termination or default shall be filed within ten (10) working days after the protester knows or should have known the basis of the protest. A protest received after the ten (10) working day period will not be considered and will be returned. A protest must include:

- a. The name, address, and telephone number of the protestor;
- b. The signature of the protestor or its representative;
- c. Identification of the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
- e. The form of relief requested.

The CFO will respond to all protests no later than ten (10) working days of receipt. Offerors are reminded that the restricted contact period requirements remain applicable. The protesting party may appeal the determination within fifteen (15) district business days of the receipt of the notice of determination.

3. OFFICIAL CORRESPONDENCE. All official Contract related correspondence must be mailed to the District's Executive Director for Procurement Services and/or the District's Director for Contracts Management as noted on the cover page of the solicitation document.

4. PURCHASE ORDERS/DELIVERY ORDERS. A Purchase Order serving as a Delivery Order will be issued after awarding of a Contract and will cite the IFB/RFP/RFO/RFQ number, a brief explanation of the goods and/or services being purchased under the Contract and required delivery dates of deliverables under the Contract.

- a. The terms and conditions of the applicable IFB/RFP/RFO/RFQ take precedence over the General Terms and Conditions associated with a "normal" Purchase Order. The purchase order/delivery order also serves as the tracking document to facilitate payments; therefore, the successful vendor shall not begin work/services or deliver merchandise without a signed purchased order/delivery order.
- b. Any Purchase/Delivery Order issued during the effective period of this Contract, and not completed within the effective period of the Contract, will be completed by the Offeror under the terms and conditions of this Contract. Texas School finance law outlines that purchase orders are valid only for the term outlined and agreed upon by both parties. The purchase order does not typically "carry over" through school fiscal years and should be closed at this time unless otherwise notified by the district.

5. DISPUTES.

- a. Pre-Litigation Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement (collectively, "Claim" or "Claims") shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediators fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the District and Vendor. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this Agreement without first submitting the Claim to mediation.
- b. Claims for Consequential Damages. The Vendor and District waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement. Nothing contained in this paragraph 5 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Agreement Documents.
- c. Texas Tort Claims Act. The 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 the constitution, common law, or statute and nothing contained in the Agreement Documents, or any action required of the Owner by the Agreement Documents shall be interpreted to be such a waiver.

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

6. UNAUTHORIZED PURCHASES. Offeror understands and acknowledges that during the term of the Contract any shipment or delivery of goods and services made to District's campuses and departments without a properly approved purchase order/delivery order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these products, goods, and services. The offeror understands and accepts full responsibility and will not seek payment for unauthorized purchases. The offeror further understands and acknowledges that the District will not issue payment for products, goods, and services delivered without a properly approved purchase order/delivery order.

7. ASSIGNMENT/DELEGATION. This Agreement is a personal service contract for the services of Vendor, and Vendors interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party unless consented to in writing by District (which consent may be withheld in District's sole and absolute discretion). The benefits and burdens of this Agreement are, however, assignable by District. The Vendor shall not subcontract any portion of the work required by this Agreement without the prior written approval of the District except for any subcontract work identified herein.

8. PLACE OF DELIVERY. The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries unless other arrangements are made. **All PRICES- F.O.B. DESTINATION -SHIPPING and HANDLING CHARGES PREPAID.**

9. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery regardless of FOB terms.

10. RIGHT OF INSPECTION. The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Offerors expense and the Offeror assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies.

11. DELIVERY TERMS. If a delivery is to be made to a location other than the District's central warehouse/distribution center, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. The offerer is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.

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

13. MATERIAL SAFETY DATASHEETS. The District will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet.

14. TIME. Time is of the essence. The offerer agrees to perform all obligations, deliver products, and/or render services set forth herein.

15. INDEMNIFICATION and HOLD HARMLESS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE VENDOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VENDORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE ARCHITECTS, ENGINEERS, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE VENDOR, ANY SUBCONTRACTOR, SUB-VENDOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER

(COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE VENDOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING VENDOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY VENDOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY VENDOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

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

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THESE INDEMNIFICATION OBLIGATIONS, SUCH LEGAL LIMITATIONS ARE MADE PART OF THE INDEMNIFICATION

OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND SO MODIFIED, THE INDEMNIFICATION OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

IT IS UNDERSTOOD AND AGREED THAT THIS ARTICLE, AS APPLIED TO CERTAIN CONSTRUCTION CONTRACTS, 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.

16. RECOVERY OF FUNDS. If the Offerer fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the Contract, the District reserves the right to purchase the specified products, goods, and/or services on the open market and Offerer agrees to allow the District to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the Offerer will be billed accordingly and will pay the amount within fifteen (15) days of the notification by the District.

17. REMEDIES FOR NON-PERFORMANCE. If at any time, the Offerer fails to fulfill or abide by the terms, conditions, or specifications of the Contract (i.e., delays, defaults, non-performance, etc.), the District reserves the right to employ any remedy allowed by Contract, in law, in equity, or by Uniform Commercial Code (UCC) to include, but not limited to, the purchase on the open market and charge the Offeror the difference between contract and actual purchase price and/or terminate the Contract within ten (10) days written notification of intent.

18. LIQUIDATED DAMAGES. If the successful Offeror fails to deliver or defaults on this Contract within the time specified in the contract, the Offeror shall pay (or have withheld from payments due), at the option of the District as liquidated damages \$200, or the amount identified elsewhere in the solicitation/Contract, per line item of Delivery Order/Purchase Order that is delinquent. The offeror agrees that this is a reasonable cost to compensate the District for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude the District from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to the District.

19. FORCE MAJEURE. The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

20. 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.

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

22. EFFECTIVE DATE. The Effective Date of the Contract/Agreement, if any, is the date that the award is approved by Dallas ISD's Board of Trustees or designated representative. In some cases, the Effective Date and the date for the start of services may be separated by several weeks and/or months.

23. CONTRACT PERIOD/EXTENSIONS. The contract period is as outlined elsewhere in the Contract and the District reserves the right to exercise the renewal option with or without prejudice. Contract renewals/extensions will be exercised and executed within forty-five (45) days of the expiration of the then-current term unless a different time is noted elsewhere in the Contract. If at the end of the final day of the final Contract/Agreement term and no termination notice has been received from either party, the Contract/Agreement may be extended in writing via an addendum for up to one hundred twenty (120) days beyond the date of the then-current expiration date at the sole option of the District with mutual agreement between the parties; however, the extension addendum must be signed by both parties prior to the 30th day from the ending date of the final term.

24. SEVERABILITY. In case any 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.

25. PURCHASE OF SUBSTANTIALLY SIMILAR PRODUCTS/GOODS/SERVICES. The District at its discretion may purchase from existing Contracts/Agreements for products, goods, supplies, and services which may be the same or similar to those identified in the existing Contract/Agreement, as is deemed in the best interest of the District.

26. ACCELERATED DELIVERY. If the District urgently requires delivery of any quantity of an item before the delivery date under this Contract, and if the Offeror will not accept an order providing for the accelerated delivery, the District may acquire the urgently required product(s) from another source.

27. BUSINESS ETHICS.

- a. During the course of pursuing contracts, and the course of Agreement performance, the Vendor and its subcontractors and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or Vendors of the District, or any of their family members. At any time, the Vendor believes there may have been a violation of this obligation, the Vendor shall notify the District of the possible violation. The District is entitled to request a representation letter from Vendor, its subcontractors, or vendors at any time to disclose all things of value passing from Vendor, its subcontractors, or vendors to District's personnel, its trustees, officers, agents, or Vendors.
- b. The District may, by written notice to the Vendor, cancel the Agreement without liability to the Vendor if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Vendor, or any agent, or representative of the Vendor, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

28. SPECIAL TOOLS, TEST EQUIPMENT, MASTER TEMPLATES. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Offeror for the purpose of filling this order or if a master template/die has to be constructed, such special tooling equipment and templates/dies and any process sheets related thereto shall become the property of the District and to the extent feasible and desired by the District.

29. RIGHT TO AUDIT. The Offeror's activities conducted, and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by the District or its duly appointed representative(s). All records must be maintained for 24 months from the completion of the Contract (including any or all extensions) unless longer retention is required and identified elsewhere in the solicitation/Contract.

30. RESPONSIBILITY FOR ACTIONS. The offeror is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither the Offeror nor any of the foregoing has any authority to act or speak on behalf of the District.

31. CRIMINAL BACKGROUND CHECK AND IDENTIFICATION BADGE: Vendor will obtain criminal history record information that relates to an employee, applicant for employment, subcontractor, or agent of the Vendor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Vendor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. The vendor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. The district shall be the final decider of what constitutes a "location where students are regularly present." The Vendor's employees, agents, and subcontractors subject to Article 14 shall be identified by a photographic identification badge, issued by a District- approved third-party company at the Vendor's expense. The third-party company shall verify the criminal record history information and may be used to verify compliance with the federal Drug-Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. The vendor's violation of this section shall constitute a substantial failure under Article 7.

32. EMPLOYEE DISCRIMINATION. During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.

33. SEXUAL HARASSMENT. Sexual harassment or sexual misconduct with District employees or students is strictly forbidden and is subject to disciplinary action. In the performance of this Contract, Offeror agrees to not engage in sexual harassment or sexual misconduct with employees or students.

34. INVOICES AND PAYMENTS. Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered or unless different payment terms are noted elsewhere in the Contract. All invoices must be mailed to the District's address as noted elsewhere in this solicitation/Contract but addressed to Attention: Accounts Payable.

35. PAYMENT TERMS.

- a. Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Vendor hereunder if any one or more of the following conditions precedents exist:
 - i. Vendor is in breach or default under this Agreement.
 - ii. 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;

- iii. Vendor has failed to make payments promptly to its sub-vendors or sub-contractors or other third parties used in connection with the Work for which District has made payment to Vendor; or
 - iv. If District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement, no additional payments will be due to Vendor hereunder unless and until Vendor, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Work.
- b. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates nor shall it relieve Vendor of any of its obligations hereunder with respect thereto.
 - c. Vendor shall promptly pay all bills for labor and/or material performed and furnished by others in connection with the performance of the Work.
 - d. Vendor shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income, and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, the Vendor shall maintain a detailed payroll record including all subsistence, travel, and field expenses, canceled checks and receipts, and invoices for all items. These documents and records shall be retained for at least ten (10) years from the completion of this Agreement. The vendor will permit District to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by the Vendor that participated in this Agreement in any way. Any audit may be conducted on Vendor's premises or, at District's option; another location. The vendor shall provide all books and records within fifteen (15) days upon receipt of written notice from the District. The vendor shall refund any monies erroneously paid to the Vendor or charged to the District. If District ascertains that it has been billed erroneously by Vendor for an amount equaling 5% or more of the Agreement amount, the Vendor shall be liable for the costs of the audit in addition to any other penalty to be imposed. Records of Vendor's costs, reimbursable expenses pertaining to the Project and payments shall be made available to District or its authorized representative during business hours and shall be retained for ten (10) years after final Payment or abandonment of the Project unless District otherwise instructs Vendor in writing.
 - e. The acceptance of Final Payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and identified by the Vendor as unsettled at the time of the Final Request for payment.
 - f. District shall have the right to verify the details set forth in Vendor's billings, certificates, and statements, either before or after payment, therefore, by (1) inspecting the books and records of Vendor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Vendor's business employees; (4) visiting any place where the performance of all or a portion of the work occurs; and (5) other reasonable action.
 - g. In the event, a federal grant or other federal financing participates in the funding of this agreement, the Vendor shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Vendor shall comply with federal requirements as they relate to this work.
 - h. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, and the date goods are received, is the date when the District's representative approves the invoice.
 - i. District shall not prepay for any Work until it is completed.
 - j. District will only pay for services rendered.

NOTE: All goods and services require the issuance of a valid purchase order PRIOR to the commencement of the delivery of the goods and/or start of services.

36. TERMINATION. The award or Agreement/Contract (or Agreement/Contract resulting from this solicitation) may be terminated or canceled under the following circumstances.

- a. District may cancel or terminate the award or agreement for convenience upon 30-day written notice.
- b. During the term of the agreement, the District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
- c. Work under the agreement may be terminated in whole or in part by the District upon delivery to Offeror of a notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the Agreement.
- d. District may cancel all or any part of the undelivered goods or services under the Agreement if Offeror breaches any of the terms of the Agreement, including, but not limited to, warranties of Offeror, or if Offeror becomes insolvent or begins bankruptcy or reorganization proceedings.
- e. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity including, but not limited to, debarment or suspension from future Contracts for a period decided by the District and/or termination for default.

37. WAIVER. 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 any other covenant, condition or agreement herein contained.

38. SOFTWARE REMOTE ACCESS. The offeror shall not install remote access or backdoor into Offeror's systems during its analysis of the District's system or at any other time. The offeror will remove remote access or backdoor from third-party software to be used by the District.

39. LEGAL FEES AND COURT COSTS. The resulting award from this solicitation constitutes the basis of a Contract between the District and the awarded Offeror. If the District has to take an action, in state or federal court, to enforce or interpret the Contract, the District is entitled to recover its reasonable attorneys' fees and court costs from the Offeror. Without waiving any rights available to the District for recovery, if the District is the prevailing party, Offeror hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to Offeror under the Contract.

40. INSURANCE.

- a. Vendor, consistent with its status as an independent vendor, shall carry at least the following insurance in such form, in such companies, and such amounts, unless otherwise specified, as District may require.
- b. Vendor shall deliver to District:
 - i. Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the award and prior to the performance or additional performance of any services to be performed by Vendor hereunder from or after the date of this Award. Should the Vendor fail to deliver to the District these certificates in the form and 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 award is void and of no effect.

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:

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.

- 1. General liability and auto liability policies will be endorsed to provide the following:
- 2. Name as additional insured the District, its officials, agents, and employees.
- 3. 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.

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.

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.

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.

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
9400 N. Central Expressway
Dallas, TX 75231

- ii. General and Automobile liability should be primary and non-contributory.
- c. The insurance policies required shall be kept in force for the periods specified below:
 - i. Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Vendor.
- d. Workers' Compensation Insurance shall be kept in force until the Vendor's Services have been fully performed and accepted by the District in writing. Contracts/agreements under \$50,000 do not require proof insurance unless the services are within the categories listed: 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 of determined by Risk Management.

- e. **Workers' Compensation:** Offeror must maintain workers' compensation coverage for its employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with limits of \$500,000 per accident/ \$500,000 per employee / \$500,000 policy limit with Statutory Limits. Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Workers' Compensation policy will be endorsed to provide a waiver of subrogation in favor of the District and coverage must apply to the workers' compensation laws of the State of Texas. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. Persons providing "products, goods, or services" to the District include all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)
- f. **General Liability:** Offeror must maintain General liability coverage with at least the following coverages:
Bodily injury and property damage of \$1,000,000 per occurrence/ \$2,000,000 aggregate
- g. **Automobile Liability:** Offeror must maintain automobile liability coverage for owned, non-owned, and hired vehicles with minimum limits as follows:
Bodily injury of \$250,000 per person/ \$500,000 per accident;
Property damage of \$250,000;
- h. **Professional Liability:** For licensed professionals, professional liability/errors or omissions in the amount of \$1,000,000 are required.
- i. **Pollution Insurance (Not covered by General Liability):** For environmental/hazmat services, pollution insurance of \$1,000,000 in the aggregate is required if a **hazardous substance is involved**.
- j. **Umbrella Liability Insurance:** \$1,000,000 per occurrence/ \$1,000,000 aggregate.

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

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

- a. In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner (i.e., District) and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in a form satisfactory to Owner and be issued by a surety licensed and admitted to doing business in Texas, which maintains at least an "A-" rating or better as issued by AM Best & Co.
- b. Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to the District's acceptance of the bond.
- c. Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by the District, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed a resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.
- d. **BID BOND REQUIREMENT:**
 - i. Cashier's check or bid bond is required with a bid of \$10,000.00 or more.
 - ii. Each solicitation shall be accompanied by either a cashier's check or a Surety Company bid bond in the amount of not less than five (5) percent of the total bid/proposal amount. Check or bond shall be payable to the District as payee or obligee and shall be effective on the receipt/opening date of the solicitation. If the Offeror submits a Cashier's Check in lieu of a Bid Bond, the following statement must be typed at the bottom left-hand side of the Cashier's Check: "In Lieu of Bid Bond". Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
 - iii. Such checks or bid bonds will be returned to all except the three lowest Offerors (or all Offerors in the competitive range) after the opening of the Offers; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to the District may be forfeited in whole or in part if the

vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required within ten (10) working days after Notice of Award of the Contract.

- iv. If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to doing business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
 - v. If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's Check or Bid Bond, the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to the District in the amount of not less than five (5) percent of the total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the District's surety requirement. In the event the contract is not awarded to the applicable Offeror, the original letter of credit will be returned.
- e. PERFORMANCE AND PAYMENT BONDS OR IRREVOCABLE LETTER OF CREDIT REQUIREMENT:
- i. Are required on contracts for \$25,000.00 or more.
 - ii. Offeror agrees that upon award of Contract, Offeror will execute and submit the required documents within ten (10) working days after receipt of Notice of Award. The offeror shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the District. The District reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide Performance and Payment Bonds within ten (10) working days from Board Award Date.
 - iii. Successful Offeror shall furnish a performance and a payment bond executed by a surety acceptable to the District in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.
 - iv. Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to doing business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- f. IRREVOCABLE LETTER OF CREDIT. The District may accept an Irrevocable Letter of Credit for low-risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of a Performance Bond, based upon the District's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to the District in the amount of 100% of the total bid/proposal amount. The District reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide an Irrevocable Letter of Credit within ten (10) working days from Board Award Date. If submitted in lieu of a Bid Bond, the Letter of Credit will be returned to the unsuccessful Offeror(s) within 10 working days after contract award. If the successful Offeror(s) does not execute a Contract and post the applicable Insurance Certificate required by the District, within ten (10) working days after Notice of Award of the Contract, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.

43. COMPLIANCE WITH STATUTES/CODES. Offeror's compliance with Federal, State, and Local statutes, codes, guidance, etc. is mandatory to obtain and maintain a Contract with the District. The following are a few statutes, codes, etc. that must be followed:

- a. Child Support Certification. Texas Family Code Section 231.006 (Child Support Certification) states, in part, that "(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state-funded grant or loan." The offeror certifies that the individual or business entity named in responding to this solicitation or Contract or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate. The vendor hereby acknowledges that this statement is true, correct, and accurate.
- b. Clean Air and Water Act. The offeror represents it is in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR, Part 15, as required under OMB Circular A-102, Attachment 0, Paragraph 14(1) regarding reporting violations to the grantor agency and the United States Environmental Protection Agency, Assistant Administrator for the Enforcement.
- c. "No Boycott of Israel". For contracts with companies that have more than 10 full-time employees and when the contract is for more than \$100,000, Offeror certifies that it (and any of its affiliates or parent company), does not, and will not, boycott Israel during the term of any contractual arrangement with Dallas ISD. For purposes of any contractual arrangement with Dallas ISD, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit

commercial relations specifically with Israel, or with a person or entity doing business in Israel or an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- d. "Prohibition of Contracts Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations". The offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
- e. "Transactions with an Abortion Provider or Affiliate". In accordance with Texas Senate Bill 22, codified in Texas Government Code Chapter 2273, and effective September 1, 2019, Offerer certifies that it is not an abortion provider, nor an affiliate of such provider as noted in Senate Bill 22. Violation or non-compliance of this statute by Offerer will result in the Agreement and/or taxpayer resource transaction being voidable by Dallas ISD and Offerer agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Texas Government Code, Section 2272.004.
- f. Compliance with Applicable Laws and District Policies. Vendor shall comply with any and all federal, state, and local laws, and District policies affecting the services covered by this Agreement. Such laws may include but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at www.dallasisd.org under Board of Trustees/ District Policies.

44. OWNERSHIP AND USE OF DOCUMENTS.

- a. All documents and materials particular to the Work prepared by Vendor or Vendor's subcontractors ("Work Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Except for such Work Material which is intended to be made public as part of the Project, Vendor shall treat all such Work Material as confidential, and Vendor shall neither use any such Work Material or copies thereof on other work nor disclose such material or information to any other party without District's prior written approval.

45. 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 set forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen (15) day period.
- b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days advance written notice to the Vendor. Upon termination pursuant to this paragraph, the Vendor shall be entitled to payment of such amount as shall compensate the Vendor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Vendor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Vendor shall have delivered to District all reports, documents and other materials prepared by Vendor prior to termination. The district shall not be required to reimburse the Vendor for any services performed or expenses incurred after the date of the termination notice.
- c. As of the date of termination of this Agreement, Vendor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Vendor in connection with its responsibilities hereunder. The district shall have the right to use the ideas and designs therein contained for the completion of the work hereunder or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the District may, at all times, retain the originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.
- d. If Vendor fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Vendor hereunder, any and all reasonable expenses incurred in connection with such curative actions.

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

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 the prior written consent of the parent or eligible student.

Suspension of the Work for the Convenience of the District.

District may, without cause, order the Vendor in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. The vendor shall be compensated for all services actually performed prior to receipt of written notice from the District of such suspension,

delay, or interruption, together with any reimbursable expenses then due. If the Work is resumed after being suspended, delayed, or interrupted for more than three months, the Vendor's compensation may be equitably adjusted if, in the District's reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Vendor is responsible.

Certain Bids and Contracts Prohibited.

By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, Texas Government Code, the Vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate."

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. The district shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, the Vendor will have the right to collect and retain payment for services rendered to District through the termination date but shall not be entitled to any early termination charges.

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.

Appointment.

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

Enforcement.

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

Nondiscriminatory Employment.

In connection with the execution of this Agreement, the Vendor shall fully comply with the District's non- discrimination requirement cited below.

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

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

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

47. M/WBE Plan (Minority/Women Business Enterprises).

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

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

49. VENDOR CONDUCT.

- a.** Sexual harassment of employees of the Vendor or employees or students of Owner by employees of the Vendor is strictly forbidden. Any employee of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.
- b.** The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its subcontractors. It is understood and agreed that the relationship of Vendor to Owner shall be that of an independent vendor/contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Vendor the agent, servant, or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Vendor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Vendor's independent vendor/contractor status described herein.
- c.** Vendor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Vendor's employees, subcontractors, and all other persons carrying out the Agreement. Vendor shall require all workers, whether Vendor's own forces or the forces of Vendor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of the campus shall be off-limits to Vendor's forces unless their work assignment specifies otherwise. The vendor shall also require adequate and appropriate dress and identification of the Vendor's employees, subcontractors, and all other persons carrying out the Work. The Vendor shall further ensure that no on-site fraternization shall occur between personnel under the Vendor's and subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of the Owner's property and immediate removal from the site. Repeated termination of the Vendor's or Vendor's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by the Owner.