



PURCHASING DEPARTMENT
9400 North Central Expressway, Suite 1510, Dallas, TX 75231
(972)925-4100

Request For Proposal 198877
RFP AJ-207869 Commodity Processing Foods for Student
Meals

Buyer **JOHNSON, ASHLEY**

Email **ASHLEYJOHNSON3@dallasisd.org**

1 Header Information

1.1 General Information

First Advertisement Date/Issue Date	15-DEC-2024 08:00:00
Second Advertisement Date	22-DEC-2024 08:00:00
Pre-Proposal Meeting	06-JAN-2025 14:00:00
Questions Deadline	08-JAN-2025 14:00:00
Questions Response from the District	10-JAN-2025 17:00:00
Solicitation Due	20-FEB-2025 14:00:00
Anticipated Evaluation & Sel	06-MAR-2025 11:00:00
Anticipated Approval/Award	22-MAY-2025 17:00:00

Pre-Proposal A pre-proposal meeting will be held at 2:00 PM CST via video conference on Monday, January 6, 2025. Please submit (in writing) any questions regarding this RFP. Only written questions will be considered. It is highly encouraged that all potential proposers participate and attend the pre-proposal.
 Join TEAMS Meeting: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>
 Meeting ID: 256 627 789 457
 Passcode: QB7J2DT2

1.2 Terms

- Initial Term: **1**
- Renewal 1: **1**
- Renewal 2: **1**

Any contract that results from this solicitation and upon Mutual Agreement of the awarded vendor and the District, may be extended not to exceed a total of 3 years(s). If either party intends not to renew the Contract, that party must give written notice to the other party no fewer than ninety (90) days prior to the expiration of the then current term of the Contract. If the District fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate

1.3 Requirements

LENGTH OF CONTRACT
The term of this proposal shall be for a one (1) year agreement with two (2) successive one (1) year extensions based on the long-range needs of the District and mutual consent of both parties not to exceed three (3) years total.
SCOPE AND SPECIFICATIONS OF THE PROPOSAL
<p>The Dallas Independent School District (Dallas ISD or District) is soliciting offers for the goods and/or services specified in this document.</p> <ul style="list-style-type: none"> • Questions concerning this solicitation document should be addressed, in writing, to the Buyer's Email. • Questions must be submitted by the deadline to allow sufficient time for responses prior to receipt/opening date/time. • Responses to questions other than administrative questions will be provided to all potential Offerors by means of an addendum to the solicitation. <p>All vendors are encouraged to participate even if vendors are the sole source of a product/service.</p> <p>This proposal is being issued in accordance with Title 2 of the Code of Federal Regulations (2CFR) Part 200, and United States Department of Agriculture (USDA), and Texas Department of Agriculture (TDA)</p>

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

requirements to procure vendors who provide goods purchased by Dallas ISD using federal dollars. This proposal may be used with local, state, federal, and grant-funded programs.

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

This Request for Proposal (RFP) will be for various food products from multiple suppliers to be delivered to the Food and Child Nutrition Services - Maria Luna Food Service Facilities Warehouse.

Dallas ISD is seeking offers from qualified vendors to partner with on the development and processing of "raw" bulk USDA donated foods into value-added, finished products such as:

- Beef
- Chicken - No Antibiotics Ever (NAE), No Antibiotics Important to Human Medicine (NAIHM) Preferred
- Cheese
- Eggs
- Fish
- Fruits
- Vegetables
- Turkey - Certified Responsible Antibiotic Use (CRAU) Preferred

Selected vendors will generally and continually advise and support the District in the innovation of new products in the District's acquisition and use of products the vendor offers to provide to the District.

Selected vendors will provide input and assistance in the District's efforts to consider which items currently offered by the selected vendor or to be so offered should appear on District menus, with appropriate consideration given to:

- Applicable law
- District Policy (specifically including the district's chosen menu-planning program and the nutritional requirements to which District meals are subject)
- Utilization of Commodity allotments
- Seasonality
- Local sourcing
- Student taste preferences

Selected vendors will establish fair and reasonable pricing for any new products and for any products newly subjected to the Commodity and Commercial Food Contract; provided, however, that the District may decline to purchase any particular item offered by the vendor on the basis of that item's cost being too high or for any other reason, in the District's sole discretion.

Dallas ISD sits in the heart of a large, diverse, and dynamic region with a metropolitan population of 6.5 million people in the 12 counties in North Central Texas. Dallas ISD comprises 384 square miles and encompasses the cities of Dallas, Cockrell Hill, Seagoville, Addison, Wilmer and parts of Carrollton, Cedar Hill, DeSoto, Duncanville, Farmers Branch, Garland, Grand Prairie, Highland Park, Hutchins, Lancaster, and Mesquite.

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

Dallas ISD is proud of its award-winning schools, outstanding teachers and staff, hard-working students, committed parents, and volunteers. The District serves approximately 140,000 students in pre-kindergarten through the 12th grade in 230 schools, employing nearly 20,000 dedicated professionals.

DISTRICT OBJECTIVE AND VISION

Dallas ISD is seeking to continue to redefine our food acquisition process to engage in a more effective, least-cost purchasing model, to reduce overall food costs taking into consideration all associated costs, including but not limited to, the costs of ensuring timely delivery, product availability, and product quality.

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

The District is seeking to enhance supply chain efficiencies through innovation and desires to partner with vendors who will help the District procure and/or develop products in a timely and efficient manner while being the most responsive to the needs and tastes of District students. The District is looking towards adopting the Urban School Food Alliance Responsible Antibiotic Use Poultry Standard. Therefore, the District is seeking proposals for poultry products that are produced under a USDA Process Verified Program (PVP) for Certified Responsible Antibiotic Use (CRAU), No Antibiotics Ever (NAE), and/or No Antibiotics Important in Human Medicine (NAIHM).

To have a partnership relationship that provides flexibility and innovation as envisioned may provide unique opportunities for the selected vendors to greatly benefit from the District's participation in the Urban School Food Alliance.

LOTS - PRODUCTS GROUPED BY LIKE INGREDIENTS OR SIMILAR ITEMS

- Multiple items that use the same commodity as an ingredient may be grouped together.
- All items in a lot must be bid to be considered a successful bid for the "Lot".
- Lots may be broken at the discretion of the District based upon the best interest of the District.
- If any one item of a lot is relinquished, the entire lot may be relinquished at the discretion of FCNS.
- Lots will be awarded to the most responsive bidder that meets our specifications and quality needs with the best value as determined by the District and through student preference testing.
- The District will make a determination for the product that will be in the best interest of the students.

AWARD

This RFP will be awarded to the most responsive, compliant food service providers that meet our minimum specifications and quality needs with the best value as determined by Dallas ISD Food and Child Nutrition Services. The District will select a pool of vendors to supply these items.

This RFP shall be awarded for the period beginning July 1, 2025, through June 30, 2026 with two (2) one-year renewal options (pending estimated Board approval). All option years will be granted at the unilateral discretion of Dallas ISD based on factors such as, but not limited to, pricing, service satisfaction, compliance with terms/conditions, and the needs of the District. Dallas ISD has the right to terminate a resulting multi-year contract without penalty for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

MARKETING SUPPORT AND PROMOTIONAL ASSISTANCE

Dallas ISD will review and approve any technical support, training, and promotional items pertaining to your product after the RFP is awarded. Awarded vendors are allowed to provide marketing support and promotional assistance to Food and Child Nutrition Services (FCNS) upon terms mutually acceptable to both parties. All marketing support and promotional assistance are to benefit the Child Nutrition programs only.

Providing marketing materials and services is not required, nor shall receiving such inhibit current FCNS practices that foster a fair, open, transparent, and competitive procurement environment.

All marketing materials and promotions used in Dallas ISD schools must be approved by the Food and Child Nutrition Services Director of Support Services prior to shipment and/or use. Failure to meet this requirement can result in termination of the agreement.

ALTERNATES, SUBSTITUTES, AND DISCONTINUATIONS

The awarded vendors must notify the Food and Child Nutrition Services department in writing (e-mail is acceptable) of all shortages, back-orders, and out-of-stock items a minimum of two business days in advance of the event. Substitutions must be of the same or higher quality and invoiced at the original bid

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

price. If the vendor does not contact the Dallas ISD Food Services department as outlined above, the department reserves the right to purchase the product(s) from another source and charge the difference in cost, if any, back to the awarded vendor.

SAMPLES

- Samples are NOT required upon bid submission.
- A small food sample (1 case or less) may be requested by FCNS after the bid closes and further evaluation is needed to use for qualification or product testing and should be sent and delivered within 2 to 3 days upon request.
- Samples should be delivered to the Dallas ISD Food and Child Nutrition Services Front Office, between 7:00 a.m. and 3:30 p.m., Monday through Friday, at 1515 Al Lipscomb Way, Dallas, Texas 75215.
- No charge is to be made to FCNS for samples or their delivery.
- Deliveries will be made out to ATTN: Lakeshia Jones c/o Robert Cantu.

QUANTITIES

Estimated quantities are listed on the bid form. These quantities are based on a projected menu and prior usage and may be subject to change. No guarantee to purchase items can be made, as the menu is subject to change at any time. The District reserves the right to purchase additional quantities of items as listed on this bid, subject to verification of the same or lower prices and conditions of the bid. The District reserves the right to purchase less than or none of the quantities listed on this bid; doing so will not cause any adverse action or affect the price or conditions of the bid. The District reserves the right to purchase in full truckload or less than a full truckload. The bid price as quoted and awarded will apply to both truckload and less-than-truckload quantities. The District will pay no penalties or additional payments due to the District ordering less than a truckload quantity. The District reserves the right not to purchase any item on this bid or any item listed on this purchase agreement.

PROOF OF QUALITY AND/OR ADHERENCE TO SPECIFICATIONS

If the product deviates from specifications, is found to be inferior, or is not the original product that was bid, the vendor will be given notice to pick up the product and issue credit to Dallas ISD. Dallas ISD reserves the right to terminate the contract for said product and award the bid to the next lowest-priced awarded vendor.

ORIGIN AND MANUFACTURING

Dallas ISD may give preference to an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The definition of "local" is Texas and adjacent states within 500 miles.

WAREHOUSE DELIVERY SPECIFICATIONS

- All deliveries shall be FOB to the Dallas ISD Food and Child Nutrition Services (FCNS) Department - Maria Luna Food Service Facilities Warehouse, 1515 Al Lipscomb Way, Dallas, Texas 75215.
- A purchase order for each product will be furnished to the successful bidder before the required delivery date based on the lead time provided by the manufacturer in the bid documents. The "Need-By" date on the purchase order is the preferred date that we want to have the product delivered by. It does NOT indicate that you have a booked appointment for that date. The actual date and time of delivery will be established when the supplier or truck line calls to schedule the delivery appointment.
- Appointments must be made sufficiently in advance to have product arrive by the "Need-By" date.
 - Do not call to book an appointment if you do not have a purchase order.
 - Call the **FCNS Warehouse** at **(214) 932-5510** to book all delivery appointments. We do not accept appointments via email.
 - Normal delivery times are Monday - Friday, from 6:00 a.m. to 1:00 p.m.
 - Do NOT email or call FCNS Procurement personnel that place or provide the purchase orders to book delivery appointments. Only warehouse personnel can book appointments.

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- Delivered products shall be on **48" x 40"** pallets stacked a maximum of **50"** high and weighing a maximum of **3000 lbs.** Products **MUST** be palletized.
- The vendor is responsible for all costs related to loads that do not meet pallet and height requirements. The vendor will be responsible for the cost to palletize according to requirements at the dock. Vendors may have their delivery person palletize or pay for contracted lumber services. FCNS does not offer contracted lumber services. Should FCNS have to utilize our own pallets, fees will be applied per pallet used.
- Pallets must be shrink/film wrapped. It is not preferred that we receive mixed pallets of different products and dates for large orders. Each product must be on its own pallet. In addition, products with different "Best by" dates must also **NOT** be mixed in pallets. In essence, each pallet should have the same product and the same "Best by" date. It is unacceptable to receive a pallet with various "Best by" dates of the same product.
- The Bill of Lading needs to show the correct purchase order number with the product and quantity shipped, even if it's coming from a third-party delivery service.

FOOD TEMPERATURE REQUIREMENTS

- Refrigerated, time/temperature controlled for safety (TCS) food shall be at a temperature of 5 degrees Celsius (41 degrees Fahrenheit) or below when received.
- A food that is labeled "Frozen" and shipped frozen by a food processing plant, shall be delivered frozen with a preferred maximum internal temperature of 0 degrees Fahrenheit.
- "Frozen" labeled food products that are visibly solid frozen with an acceptable variance from 0 degrees Fahrenheit are acceptable.
- Frozen bread products with visible moisture or condensation inside the package (i.e. ice crystals), indicating time temperature abuse, will be refused.
- Test cases will be pulled from the pallets upon delivery to test the temperature.
- Products not meeting the above temperature and physical requirements will be refused.
- If the delivery is refused, the vendor will be responsible for reloading the product back onto the delivery truck and removing it from Dallas ISD premises.
- If time permits Dallas ISD to receive a replacement product, this will be allowed.
- If time does not permit replacement and a substitute product must be obtained to avoid inconvenience to the students of the District (such as a menu change, any additional costs incurred will be charged to the supplier whose product did not comply with the aforementioned requirements).

PRODUCT QUALITY REQUIREMENTS

- No physical damage to the packaging.
- No abnormal odor to the packing, packaging, or contents.
- No physical evidence of rodent, insect, or bacterial contamination.
- Vendor will allow the District to inspect deliveries for imperfections (i.e. weevil infestation).
- If such imperfections are found upon delivery, the product(s) will be rejected.
- If such imperfections are found later, the vendor will be contacted and asked to pick up the items and replace them or issue a credit for the full purchase amount.
- The vendor is responsible for ensuring all products are wholesome and free of contamination throughout the delivery process until accepted at the Dallas ISD FCNS Warehouse dock.
- Pallets shall be pallet-wrapped so they arrive in their original "as made" condition (i.e. badly torn pallet wrap, damaged cartons, collapsed cartons, and cartons showing signs of thawing and re-freezing will be rejected).
- Each case must display descriptive information sufficient to identify contents or case, quantity of contents, expiration or "Best by" date in easy-to-read format, UPC and/or other product identification codes.

INVOICING

The vendor shall provide an original invoice for each shipment. The original invoice is the official pay

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

document used by the FCNS Accounts Payable Department of Dallas ISD.

- E-mail invoices to Food and Child Nutrition Services at FCNSAP@dallasisd.org.
- Invoices must be sent after product delivery.
- Any invoices that have been sent prior-to shipment delivery will not be processed.
- All invoices must have the correct purchase order number. No invoices will be processed without a purchase order number.
- Invoices shall be numbered with no duplicate numbers. Invoices must show quantity, Dallas ISD SKU number, Dallas ISD customer assignment number (to be provided on order form), unit size, unit price, extended unit price, and the total amount of the invoice.

The awarded vendors invoice process must include USDA donated food indirect sales discounts ("Net-Off Invoice"), direct sales discounts, and any other discounts to which Dallas ISD may be entitled. It will be the responsibility of an awarded vendor to manage any pricing deviations or bill-backs between itself and the commercial distributor.

All credits, rebates, discounts, promotional incentives, or any other form of payment that lowers costs to the vendor must be passed on to Dallas ISD FCNS. The vendor must pass fair and reasonable compensation for rebates or bill-backs from manufacturers on to Dallas ISD FCNS, based on USDA regulations, per Federal Regulation 7 CFR210.

CLEAN LABEL REQUIREMENTS

Please see the attachment to this RFP labeled "**Clean Label Requirements**". The table in this attachment contains a list of non-preferred ingredients. Food and Child Nutrition Services reserves the right to accept or not accept a product based on the product's ingredient list. **Products submitted should not contain any of the ingredients listed on the table.**

PRICING SPREADSHEET

Please see the attachment to this RFP labeled "**Commodity Pricing Spreadsheet**". This spreadsheet is where vendors will enter their pricing information and product specifications for the line items in this RFP. Dallas ISD's line item information comprises columns "A" through "L", and the associated attributes that the vendor will complete comprise columns "M" through "BB". Ensure that all applicable attributes are entered to ensure a complete and compliant response to the line items. **Failure to do so may result in your bid response being deemed as non-compliant.**

PROPOSAL SPECIFIC QUESTIONS

How do you ensure the quality of the goods and services you provide? Please describe your quality control processes.

Type

.....
Provide your answer below

How large is your network of suppliers to ensure product availability, reduce risks, and offer more options? Please enter a numeric value.

Type

SCOPE AND SPECIFICATIONS OF THE PROPOSAL
Provide your answer below
INSTRUCTION AND REQUIREMENTS FOR OFFER SUBMITTAL
<p>The Offeror shall furnish to the District all information and data requested by the District to determine the Offeror's qualifications and responsibilities. The requested information must be provided using the PDF version of the solicitation where indicated--do not reference other parts of the Offer or other documents. All answers must be complete and stand-alone. Failure to follow directions using the PDF version of the solicitation may result in the Offer being disqualified or deemed nonresponsive. 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, 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 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.</p> <p>Dallas ISD prefers responses to be submitted online via our electronic system. Please register with the iSupplier portal https://www.dallasisd.org/departments/procurement/vendor-registration. This process takes up to a week, Dallas ISD asks the vendor to please register as early as possible to allow time for electronic responses. Submissions may be submitted manually. 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 one (1) original hard copy.</p> <p>The Offeror may submit a manual response by paper via mail/FedEx/UPS etc. before the cutoff date and time at the following address:</p> <p>Dallas ISD Procurement Services 9400 N Central Expwy, Ste 1510 Attn: Staff Member and BID NUMBER Dallas, Tx 75231</p> <p>Does the vendor agree and understand?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Circle one from the response values below: Yes No</p>
COMPANY INFORMATION
<p>Name of the firm making the offer: (W9 name including dba if applicable)</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Provide your answer below</p>
<p>Company Federal Tax ID Number</p>

COMPANY INFORMATION
Type Provide your answer below
Company Address, City, State, Zip Type Provide your answer below
Local Telephone Number or Toll-Free Number Type Provide your answer below
Number of Personnel (non-clerical) employed Type Provide your answer below
Number of Personnel (clerical) employed Type Provide your answer below
CONTACT REPRESENTATIVE INFORMATION
Contact Representative Name Type

CONTACT REPRESENTATIVE INFORMATION
<p>Provide your answer below</p>
<p>Contact Representative Address (if different from Company) City, State, Zip</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Contact Representative Direct Telephone Number</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Contact Representative E-Mail Address</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
SUBCONTRACTOR INFORMATION
<p>Undersigned shall employ, subject to the District's approval, the following subcontractor for the products, goods, and/or services offered. Please attach additional Subcontractor Forms in the Attachments tab. One (1) form must be provided for each, and every subcontractor employed. The prime offeror shall bear the sole responsibility for the successful completion of work performed by the below listed third-party provider(s). Indicate whether the subcontractor is a Woman (W) or Minority (M) Owned Business Enterprise (BE). The following information must be included:</p> <p>Service provided by the subcontractor</p> <p>Name of subcontractor</p> <p>Address</p> <p>City/State/Zip</p> <p>Telephone</p> <p>E-Mail Address</p> <p>Point of Contact</p> <p>Business Days/Hours</p> <p>No. Years in Business Under this Name</p> <p>No. Years at Location Listed</p>

SUBCONTRACTOR INFORMATION
No. Personnel (non-clerical) Employed No. Personnel (clerical) Employed Please indicate if the company is MWBE (Woman (W) or Minority (M) Owned Business Enterprise (BE)) ----- Type ----- Provide your answer below
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does Vendor agree ----- Type ----- 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

REFERENCES
<p>Please indicate three business references that have contracted with your school district/company to provide like products and/or services. Include the school district/company name, address, phone number, contact person, and email address. Preferable references are school districts in the Dallas Fort Worth area who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE DALLAS ISD OR DALLAS ISD EMPLOYEES AS A REFERENCE. Note: Failure to supply complete reference information may be grounds for proposal disqualification. References may be considered as an evaluation factor in awarding vendor(s).</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Provide your answer below</p>
<p>Reference One (1)</p> <p>School District/Company Name</p> <p>Contact Name</p> <p>Contact Phone Number</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Provide your answer below</p>
<p>Reference 1 - Email Address</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Provide your answer below</p>
<p>Reference Two (2)</p> <p>School District/Company Name</p> <p>Contact Name</p> <p>Contact Phone Number</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Provide your answer below</p>
<p>Reference Two (2) - Email Address</p>

REFERENCES
<p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Reference Three (3)</p> <p>School District/Company Name</p> <p>Contact Name</p> <p>Contact Phone Number</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Reference Three (3) - Email Address</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>PROPOSAL REQUIREMENT - The following attributes require a response.</p>
<p>GENERAL TERMS AND CONDITIONS</p> <p>The offeror agrees to the General Terms and Conditions and any Special Terms and Conditions (if applicable) of this solicitation and in case of conflict with other documents provided by the Offeror, these General and/or Special Terms and Conditions take precedence and prevail unless Offeror specifically requests a variance and the District agree to such changes in writing. General Terms and Conditions are posted on the Dallas ISD website at https://www.dallasisd.org/departments/procurement/doing-business-with-dallas-isd</p> <p>Does the Vendor agree?</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes - I agree</p> <p>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</p>
<p>FORM 1295 - CERTIFICATE OF INTERESTED PARTIES</p> <p>Pursuant 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</p>

PROPOSAL REQUIREMENT - The following attributes require a response.

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

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 can not 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?

Type

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

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?

Type

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

NOTIFICATION OF CRIMINAL HISTORY

Texas Education Code, Chapter 44, Subchapter B, Section 44.034, Notification of Criminal History, reads as follows: (a) 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. (b) 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. (c) This section does not apply to a publicly held corporation. For more information please visit the Dallas ISD website at <https://www.dallasisd.org/>. Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

If applicable: Name of Felon and details of the conviction(s)

PROPOSAL REQUIREMENT - The following attributes require a response.

Type

Circle one from the response values below:

- My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- My firm is not owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

CRIMINAL BACKGROUND CHECKS/SEARCHES

Texas Education Code (TEC) 22.0834 and 22.08341 states that a contractor that provides services to a school district or charter school must be fingerprinted before beginning work, if the contractor 1) will have continuing duties related to the contracted services, and 2) will have the opportunity for direct contact with students. Additionally, the law requires that a contractor certified to a school district or charter school that it has received all criminal history information for its employees who provide services for the school. Pursuant to 22.08341(c), the requirement does not apply to a contractor that performs construction, alteration, or repair of an instructional facility if the Contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students. Schools may fingerprint a contractor and/or Contractor's employees using the Local Education Entity (LEE) Fast Pass option. The Contractor shall agree to have individuals printed with the LEE pass, and also create subscriptions in the DPS FACT Clearinghouse under the authority of TGC 411.097/Public Law 92-544. The Contractor, however, will not be able to view the results through the DPS Clearinghouse. The Contractor shall bear the burden and cost of the Contractor obtaining a national, fingerprint-based criminal history check. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: A) They have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law. B) They have charges pending, they have been convicted, received probation, or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District, in its sole discretion, believes might compromise the safety of student, staff, property, or reputation of the District by the employment of the Contractor. A vendor's violation of this section shall constitute substantial failure.

Does the Vendor agree?

Type

Circle one from the response values below:

- Yes - I agree to comply with the rules of the State of Texas and requirements of Dallas ISD regarding fingerprinting requirements of contractors.
- 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

IDENTIFICATION BADGE(S)

Offeror's employees, agents, consultants, and subcontractors, subject to the criminal history record review requirement shall be identified by a photographic identification badge. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance. All costs associated with criminal history record review requirements and badging are done so at the vendor's and their employee's expense. Pursuant to Dallas ISD's Board Policy CJA (LOCAL) Purchasing and Acquisition: All contracts must comply with the requirements for criminal background checks. All vendors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction. The above requirement is required for all suppliers who will provide a service to Dallas ISD and will be on District property. Awarded Suppliers who do not have direct contact with students must have background checks and badges and must be done through the supplier's company or the District's third-party provider, Field Control Analytics at www.fcbackground.com/clientsignup using project code: VENDISD15 or be issued by the supplier's company. (This company may change at the sole discretion of the district.) Vendors who have direct contact

PROPOSAL REQUIREMENT - The following attributes require a response.

with students must meet the laws and requirements of the State of Texas. Direct contact is defined as the potential for any interaction with a student either in person or virtual.

Does the vendor agree?

Type

.....
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

CONFLICT OF INTEREST

Texas has enacted disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or an affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over twelve months to any District official, administrator, and/or Board member If yes, explain (the gift, name of the individual receiving gift, date gift was provided, etc.) THE DISTRICT'S CONFLICT OF INTEREST QUESTIONNAIRE FORM MUST BE COMPLETED IN SUCH SCENARIOS) The questionnaire is available on the Procurement Services website at <https://www.dallasisd.org/departments/procurement/doing-business-with-dallas-isd/conflict-of-interest-ciq>. The questionnaire must be updated in case of a conflict. Formal notification must be in writing and sent to the buyer.

Type

.....
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

INSURANCE AND/OR BONDS

Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. The District may reasonably rely on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond under the Contract may be cause for termination for default and other remedies allowed by law and/or equity. The offeror must notify the District, in writing, by certified mail or personal delivery, within ten (10) days after the Offeror knew or should have known of any changes that materially affect the insurance/bond coverage. Please acknowledge that you have read and understood that the district can not do business with your company without the submittal of this form. The insurance form must be received within ten (10) days of award. For more information please visit the Dallas ISD's terms and conditions page at <https://www.dallasisd.org/Page/81178>.

Does the Vendor agree?

Type

.....
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

PROPOSAL REQUIREMENT - The following attributes require a response.

WORKERS COMPENSATION

Offeror acknowledges that the District will NOT provide Workers Compensation coverage to the Offeror and Offeror represents to the District that all employees, subcontractors, agents, representatives, etc. of the Offeror who will provide products, goods, or services to the District will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance's Self-Insurance Regulation Section. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Does the Vendor agree?

Type

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.

Type

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

NO BOYCOTT OF ISRAEL

For contracts with companies that have 10 or more full-time employees and when the contract has a value of \$100,000 or more, 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.

Does the Vendor agree?

Type

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

TRANSACTIONS WITH AN ABORTION PROVIDER OR AFFILIATE

The offeror certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas Senate Bill 22, codified in Texas Government Code Chapter 2273, and effective September 1, 2019. If this provision is violated by Offeror, the Agreement and/or taxpayer resource transaction is voidable by Dallas ISD and Offeror agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

Does the Vendor agree?

<p>PROPOSAL REQUIREMENT - The following attributes require a response.</p>
<p>Type</p> <p>.....</p> <p>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</p>
<p>DALLAS INDEPENDENT SCHOOL DISTRICT ANTITRUST CERTIFICATION STATEMENT (Tex. Government Code 2155.005)</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that: I am duly authorized to execute this contract on my behalf or behalf of the company, corporation, firm, partnership, or individual (Company) listed below;</p> <p>a. 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;</p> <p>b. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and</p> <p>c. 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.</p> <p>Does the Vendor agree?</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>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</p>
<p>PROHIBITION OF CONTRACTS ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS</p> <p>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.</p> <p>Does the Vendor agree?</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>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</p>
<p>INTERLOCAL AGREEMENT ("Rider") CONSENT FORM</p> <p>Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If the Vendor chooses "YES"; to allow EPCNT members to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Dallas ISD will be billed directly to that governmental entity and paid by that governmental entity. Dallas ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A list of current members is available at http://www.epcnt.com. If "NO" is selected, there is no adverse impact on the evaluation of the Offeror's proposal to Dallas ISD.</p> <p>1. Interlocal Agreement Clause with a vision of cooperating to improve their procurement power on like products and services, the EPCNT became a reality in 2002 through the coordinated efforts of North Texas</p>

PROPOSAL REQUIREMENT - The following attributes require a response.

public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

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

3. Duties of the Members agree to undertake the following, from time to time, as may be appropriate:

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

4. Purchasing Authority

- a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
- b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third-party agreements for the purchase of products and services.
- c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.

5. Agreement Consent Acknowledgement Several governmental entities around the Dallas ISD have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Does the Vendor agree?

Type

.....
Circle one from the response values below:

- Yes
- No

CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)

Interlocal Agreement - Cooperative

Dallas ISD is a member of the Central Texas Purchasing Alliance (CTPA), an alliance of school districts in the central Texas area that share information, services, and contractual opportunities. In support of this collaborative effort, a response of YES to CTPA indicates that the Respondent is interested in extending services to other CTPA member districts. However, there is no obligation on either party to participate unless both parties agree. Services would be provided under the same contract pricing and purchasing terms established by this request. A negative reply by the Respondent will not adversely affect consideration of the Respondent's response. The information will be provided to CTPA member listing and in the event that this request and subsequent contract may be used by the CTPA districts. If a member district chooses to utilize a contract established by this request and subsequent contract, contracts will be awarded individually by those districts.

Does the Vendor agree?

PROPOSAL REQUIREMENT - The following attributes require a response.

Type

Circle one from the response values below:

- Yes
- No

ORDER REFERENCE NUMBER/INFORMATION

Is a reference number or other information that Dallas ISD must include on the Purchase Order to receive contract pricing, please state that information. If none enter N/A (not applicable) below where applicable.

Type

Provide your answer below

Dallas ISD requires the inclusion of specific information on vendor quotes and invoices. Review the attached Dallas ISD Sample Quote and Dallas ISD Sample Invoice. Do your quotes and invoices include all information fields shown?

Type

Circle one from the response values below:

- Yes
- No

PRICING INFORMATION

PRICE OFFER SUMMARY

The undersigned duly authorized representative of the Offeror offers to provide the goods and/or services described in this solicitation document according to the terms contained in the Offer. Offerors are required to fully disclose any "hidden" or "additional" fees, costs, and expenses that are not reflected. The District will not be liable for hidden or additional fees, costs, and expenses that are not disclosed in detail. Any proposed change in Offeror's pricing structure and/or pricing assumptions must be formally requested on the District Deviation Attribute, which must accept in writing by the Buyer and thereafter approved by Dallas ISD's Office of Legal Services. In addition, if Offeror is proposing no-cost best value incentives or value-adds, those items should also be disclosed in detail. The ultimate contract is anticipated to be a firm, fixed-price contract for the initial term. Vendor shall price based on any increase that may occur in the initial term. Price adjustments at the renewal will need to be agreed upon by all parties. Awarded vendor(s) shall submit in writing, no later than one hundred twenty (120) days prior to the anniversary of the effective date, any changes in pricing. All fees, costs, and expenses required for Offeror to provide the goods and/or services (including, but not limited to, contractor staff costs, travel expenses, overhead, hardware/software costs, connecting devices costs, and software customization costs), must be included in the firm fixed price. Details of the fees, costs, and expenses must be disclosed on the LINE TAB.

MINIMUM PERCENTAGE DISCOUNT

Your proposal shall be a minimum percentage discount from your company's most current catalog, MSRP, price list, or other standard offerings with indefinite quantities. Multiple percentage discount structures will be accepted. Please specify percentage discounts on the Lines Tab. Percentage Discount - Please indicate the discount the District may apply to the vendor's published catalog price or manufacturer's list price. If the discount is 0%, please enter .01. **All pricing must be able to be verified; please include a catalog or website to look up items to verify discounts. All discounts % must be shown on quotes.**

Type

<p>PRICING INFORMATION</p>
<p>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</p>
<p>ONLINE CATALOG/PRICE LIST</p> <p>Is your Catalog/Price List available via the internet or catalog? If yes, please indicate the website address. If none, please enter N/A (not applicable). In order to offer a discount of 0% and up a catalog or price list must be available for Dallas ISD to verify pricing.</p> <p>----- Type ----- Provide your answer below</p>
<p>PRICING RESPONSE</p> <p>This proposal may be awarded to one or multiple vendors by line item, section or package determined to be the best value to the District. You must propose line item pricing where applicable. All unit prices on items shall be completed. A notation of "Price to be determined", "On Request", "see attached" or "discount percentage" (%) only will be deemed as zero (0) points and may not be considered for award. "No Bid"/.01 must be entered for each item not being bid. All pricing shall be firm at the time of a sale during the life of the contract and must conform and comply with the proposed pricing in response to this solicitation. The vendor can not respond as a "No Bid" on all lines but provide a discount only, this will deem your response as zero (0) for points on the evaluation. If evaluation scenario is presented, the Vendor must complete or this will deem your response as a zero (0) for points on the evaluation. If the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure.</p> <p>Does the Vendor agree?</p> <p>----- Type ----- Circle one from the response values below: Yes No</p>
<p>Offerer's solicitation response pricing provided to Dallas ISD is the lowest pricing available to an Independent School District (ISD)?</p> <p>----- Type ----- Circle one from the response values below: Yes No</p>
<p>Offerer's solicitation response pricing provided to Dallas ISD is equal to or less than the lowest pricing awarded by a purchasing cooperative to the Offeror.</p> <p>----- Type ----- Circle one from the response values below: Yes No</p>

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.

Type

Provide your answer below

NO DEVIATIONS OR EXCEPTIONS

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

Type

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
- Yes I have deviations

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA

The following certifications and provisions are required and apply when Dallas ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when DALLAS ISD expends federal funds, DALLAS ISD reserves all rights and privileges under the applicable laws and regulations with

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA
<p>respect to this procurement in the event of a breach of contract by either party. Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to Federal Rule (B) above, when DALLAS ISD expends federal funds, DALLAS ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DALLAS ISD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if DALLAS ISD believes, in its sole discretion that it is in the best interest of DALLAS ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by DALLAS ISD as of the termination date if the contract is terminated for convenience of DALLAS ISD. Any award under this procurement process is not exclusive and DALLAS ISD reserves the right to purchase goods and services from other vendors when it is in DALLAS ISD's best interest. Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when DALLAS ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein. Does Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute,</p>

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA

contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when DALLAS ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, the Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree?

Type

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when DALLAS ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by DALLAS ISD resulting from this procurement process.

Does Vendor agree?

Type

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

F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA
<p>Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p> <p>Pursuant to Federal Rule (F) above, when federal funds are expended by DALLAS ISD, the vendor certifies that during the term of an award for all contracts by DALLAS ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by DALLAS ISD, the vendor certifies that during the term of an award for all contracts by DALLAS ISD members resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.</p> <p>Does Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by DALLAS ISD, the vendor certifies that during the term of an award for all contracts by DALLAS ISD resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to</p>

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by DALLAS ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by DALLAS ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification is included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does the Vendor Agree?

Type

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

(J) Procurement of Recovered Materials - When federal funds are expended by Dallas ISD, Dallas ISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

1. procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
2. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
3. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by Dallas ISD as required by the signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does the Vendor agree?

Type

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

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA
and/or termination of any award
<p>(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds - 2 CFR 200.321 - When federal funds are expended by Dallas ISD, the Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including:</p> <ol style="list-style-type: none"> 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS</p> <p>When federal funds are expended by DALLAS ISD for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR 200.334. The Vendor further certifies that Vendor will retain all records as required by 2 CFR 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS</p> <p>When federal funds are expended by Dallas ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.</p> <p>Does Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA
<p>CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT</p> <p>When Dallas ISD expends federal funds for any contract resulting from this procurement process, the Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS</p> <p>Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>CERTIFICATION OF NON-COLLUSION STATEMENT</p> <p>The vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation, or other business or legal entity.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. 200.337</p> <p>Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interviews and discussions relating to such documents.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY - 2 C.F.R. 200.215</p>

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA

Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Does the Vendor agree?

Type

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT - 2 C.F.R 200.216

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Does the Vendor agree?

Type

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

AGREEMENT TO COMPLY

The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

<p>FEDERAL REQUIREMENTS - EDGAR/TDA/USDA</p>
<p>Type</p> <p>.....</p> <p>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</p>
<p>INTANGIBLE PROPERTY</p> <p>All contracts paid from State or Federal grants must retain the copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agencies reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>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</p>
<p>PROCUREMENT OF RECOVERED MATERIALS</p> <p>For Cooperative Member purchases utilizing Federal funds, Proposer certified that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and that it will provide such information and certifications as a Cooperative Member may require confirming estimates and otherwise complying. Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000, requires procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines, requires contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available.</p> <p>Does the Vendor agree?</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>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</p>
<p>PROFIT AS A SEPARATE ELEMENT</p> <p>For purchases using federal funds in excess of \$150,000, a Cooperative Member may be required to negotiate profit as a separate element of the price. [See, 2 CFR 200.323(b).]</p> <p>When required by a Cooperative Member, Proposer agrees and certifies that it will provide information and negotiate with the Cooperative Member regarding profit as a separate element of the price for a particular purchase. However, Proposer agrees that the total price, including profit, charged by Proposer to the Cooperative Member shall not exceed the awarded pricing, including any applicable discount, under Proposer's Cooperative Contract.</p> <p>Does the Vendor agree?</p> <p>.....</p> <p>Type</p> <p>.....</p>

<p>FEDERAL REQUIREMENTS - EDGAR/TDA/USDA</p>
<p>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</p>
<p>RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT</p> <p>If the Federal award meets the definition of funding agreement under 37 CFR 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.</p> <p>Pursuant to Federal Rule (F) above, when federal funds are expended by the school district and/or purchasing cooperative, the vendor certifies that during the term of an award for all contracts by the school district and/or purchasing cooperative, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above to observe all applicable patent rights, copyright, and rights law.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>COMPLIANCE WITH ANTI-TRUST LAWS</p> <p>Pursuant to Texas Government Code 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:</p> <ol style="list-style-type: none"> 1. I am duly authorized to execute this contract on my own behalf or on 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 have 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. <p>Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>CERTIFICATION OF RESIDENCY</p> <p>The State of Texas has a law concerning non-resident Vendors and makes it necessary for the school district and/or purchasing cooperative to determine the residency of its Vendors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A, http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm. In part, this law reads as follows: Section 2252.001</p>

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA

- a. A 'non-resident bidder' refers to a person who is not a resident.
- b. A 'resident bidder' refers to a person whose principal place of business is in this state [Texas]; including a contractor whose ultimate parent company or majority, the owner has its principal place of business in this state [Texas].

If your company's principal location is out of State and you are claiming, "Resident Bidder" status, does your company employ 500 or more persons within the State of Texas?

(please answer below) Section 2252.002

Award of Contract to a non-resident bidder: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- a. the State in which the non-resident's principal place of business is located; or
- b. the State in which the non-resident is a resident manufacturer.

City and State of Vendor's principal place of business:

Type

Circle one from the response values below:

- Yes - the company employs 500 or more persons with the State of Texas
- No - the company does not employ 500 or more persons with the State of Texas
- I certify the company is a "Resident Bidder"
- I certify the company is a "Non-resident Bidder"

COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. Select applicable certification:

A. The undersigned signatories each certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the undersigned signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement. Please list name, ownership %, or N/A for Not applicable below.

B. The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Type

Circle one from the response values below:

- A
- B

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA
<p>FOOD / PRODUCT RECALL AND HACCP PROCEDURES</p> <p>Vendor certifies that vendor has, and follows, written Food/Product Recall and Hazard Analysis Critical Control Point (HACCP) procedures, which include a primary and secondary point of contact. Specify below the primary and secondary point of contact, including name, title, email address, and phone # below.</p> <p>Food/Product Recall procedures must be provided with the proposal submission, which includes the notification process - at a minimum the method of notification and timeline. HACCP procedures must be provided with the proposal submission.</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>HEALTH AND SAFETY CERTIFICATES, LICENSING, AND REGULATIONS</p> <p>Vendor certifies compliance with all applicable local, state, and federal health & safety certifications, licensing, or regulations, which include, but are not limited, to facility use, food establishment, and authorized providers. If applicable, this information must be provided with the proposal response or upon request.</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>PROHIBITED EMPLOYMENT ASSISTANCE</p> <p>Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>CONTRACTOR'S CERTIFICATE REGARDING COOPERATIVE AGREEMENT</p> <p>A <i>cooperative agreement</i> means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:</p> <p>(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)), and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;</p> <p>(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.</p> <p>(c) The term does not include:</p> <p style="padding-left: 40px;">(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or</p> <p style="padding-left: 40px;">(2) An agreement that provides only:</p>

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA

- (i) Direct United States Government cash assistance to an individual
- (ii) A subsidy
- (iii) A loan
- (iv) A loan guarantee, or
- (v) Insurance

 Type

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

BUY AMERICAN WAIVER EXCEPTION LIST

This documentation is required for all food items that are not produced and processed in the U.S. with at least 51% of its agricultural food components, by weight or volume, from the U.S. The Buy American regulations states:

The "Buy American" provisions of Public Law (p.L.) 105-336 under the Richard B. Russell National School Lunch Act allow for an exception when the recipient agency determines that the following instances apply to non-domestic produced products:

- a. There is no domestic alternative source or substitute food product.
- b. Domestic product is not available in the specified quantity or quality.
- c. The cost difference between domestic products vs non-domestic is unreasonable.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1996; 67 FR 65015, Oct. 23, 2002] If any "domestic alternatives" are available, please provide the pricing comparison for all products in the attachment included in this RFP.

 Type

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

BUY AMERICAN PROVISION CERTIFICATION

This Certification is required for all items domestically grown and processed in the United States, which exceed 50% domestic end product. Proposers are to provide certification for all products derived from domestic products including Fruit, Vegetables, Grains, Legumes, and Oil-based products. Failure to certify such items may disqualify the award of such line item.

The vendor certifies that the vendor complies with all applicable provisions of the Buy American Act. The Buy American Provision requires school food authorities to schools to purchase, to the maximum extent practicable, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically, and processed domestically. Unprocessed foods must be 100% domestic. See 7 CFR 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition.

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and Information.

FEDERAL REQUIREMENTS - EDGAR/TDA/USDA
Type 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
CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting if the contracting agency determines that specified acts have occurred. Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following: 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that will be taken against employees for violations of the prohibition; 2) Establishing a drug-free awareness program to inform employees about all of the following: a) The dangers of drug abuse in the workplace; b) The person's or organization's policy of maintaining a drug-free workplace; c) The availability of drug counseling, rehabilitation, and employee-assistance programs; and d) The penalties that may be imposed upon employees for drug abuse violations; 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of a controlled substance at the workplace, a) and require such employee to agree to abide by the terms of that statement. b) establish a drug-free awareness program, and c) requires each employee engaged in the performance of the contract be given a copy of the statement required by section 8355 I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq. I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990. Type 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
CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

**FEDERAL REQUIREMENTS -
EDGAR/TDA/USDA**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property, and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Does the Vendor agree?

Type

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

E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Type

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

<p>FEDERAL REQUIREMENTS - EDGAR/TDA/USDA</p>
<p>CIVIL RIGHTS/DISCRIMINATION</p> <p>It is the policy of the school district and/or Child Nutrition purchasing cooperative not to discriminate based on race, color, national origin, gender, limited English proficiency, or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), color, disability national origin, race, or gender. The vendor further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring nondiscrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement. Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>AGREEMENT TO COMPLY</p> <p>The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
<p>EVALUATION PROCESS</p>
<p>OVERVIEW</p> <p>Each Offer will be analyzed and evaluated by a panel selected by the District.</p> <p>a. the District intends to award a contract to one or more responsive, responsible Offerors that provide the best value to the District. Pursuant to Dallas ISD Board policy and applicable law, "best value" is determined according to the price and non-price criteria listed in the attached Evaluation Criteria Score Sheet and weighted at the sole discretion of the District. By submitting an Offer, an Offeror acknowledges the District's right to establish scoring criteria that comply with applicable law as well as the District's bid protest procedures outlined in the General Terms and Conditions below.</p> <p>b. Even when an award to a single Offeror is envisioned, the District reserves the right, in its sole discretion, to make awards to multiple Offerors (or to make no award at all).</p> <p>c. Non-responsive or disqualified Offers will be not eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to not meeting requirements of the proposal, receipt of Offer after date/time posted; failure to sign the Offer; failure to include one or more Conditions of Service/Term Agreement.</p> <p>d. The District reserves the right to reject any use of Offeror's terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of Offeror's form of agreement.</p>
<p>BEST VALUE INCENTIVES</p>

EVALUATION PROCESS

Consideration will be given to Offerors who include best value incentives or value-adds at no additional cost to the District. To be considered, these incentives/value-adds must be clearly disclosed.

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 - **40 Points**

2. Reputation of the vendor and vendor's goods or services - **10 Points**

3. Quality of the vendor's goods or services - **15 Points**

4. Extent to which the goods or services meet the district's needs - **15 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**

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 - **0 Points**

Total Points - 100

PROPOSAL GENERAL INFORMATION**BACKGROUND INFORMATION / BASIC REQUIREMENTS**

1. In this document, "Offer" refers to a response to any District solicitation (CSP, RFP, or RFQ). "Bid" refers specifically to a response to a solicitation. and " Proposal" refers specifically to a response to an RFP or RFQ. "Offeror" refers to the person or entity submitting an Offer, but may be used synonymously with & "Vendor" "Contractor", "Provider", or similar. Additional terms are defined throughout this document.

2. Although Offeror is required to sign the Offer upon submission, no enforceable contract will be formed unless (i) the District's Executive Director of Procurement formally accepts the Offer in writing; (ii) the Contract is approved as to form by the District's Office of Legal Services; and (iii) the District's Board of Trustees or designee has granted all approvals required by Dallas ISD Board Policy. Once an enforceable Contract has been formed, the District will issue a formal Purchase Order to request the provision of goods and/or services under the Contract. Vendors must not deliver (or incur any costs or expenses preparing to deliver) any goods and/or services prior to the Offeror's receipt of a formal Purchase Order from the District.

<p>PROPOSAL GENERAL INFORMATION</p> <p>Oral orders and/or any order requested through any method other than a formal Purchase Order are invalid and the District will have no financial responsibility for same.</p> <p>3. The Effective Date of any Contract resulting from this solicitation is the date that the award is approved by Dallas ISD's Board of Trustees or designated representative unless otherwise indicated within this document. Once the Board/District approves an Offeror for an award, weeks or months may pass before the District issues a formal Purchase Order requesting the delivery of goods and/or services under the Contract. In some cases, the District may never issue a Purchase Order under the Contract. The District intends to act in good faith and communicate with Offeror about the issuance of Purchase Orders.</p>
<p>DALLAS ISD DEMOGRAPHICS</p> <p>The Dallas Independent School District sits in the heart of a large, diverse and dynamic region with a metropolitan population of 6.5 million people in the 12 counties in North Central Texas. Dallas ISD comprises 384 square miles and encompasses the cities of Dallas, Cockrell Hill, Seagoville, Addison, Wilmer, Hutchins and parts of Carrollton, DeSoto, Duncanville, Farmers Branch, Garland, Highland Park, Lancaster, Mesquite, Balch Springs, and Combine. The district is the second-largest public school district in the state and the 16th-largest in the nation. We are proud of our award-winning schools, outstanding teachers and staff, committed parents and volunteers who comprise the dedicated team that serves approximately 141,000 students in prekindergarten through 12th grade, in 240 schools, served by more than 23,000 dedicated professionals.</p>
<p>ATTRIBUTES</p> <p>There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. The Respondent agrees and shall comply with all provisions and specifications stated in this RFP unless otherwise stated in the Deviations/Exceptions attribute. Any additional costs or factors to meet a specification or requirement must be noted in the Deviation/Exceptions attribute. Failure to respond to these requirements may result in the proposal being considered nonresponsive and not meeting the specification of the RFP. Proposals that are deemed non-responsive or not meeting the specifications shall NOT be evaluated for consideration.</p>
<p>COMMUNICATIONS STATEMENT</p> <p>Contact between vendors and Dallas ISD personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Dallas ISD personnel may result in disqualification. All communication shall go through the Procurement Services Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.</p>
<p>AWARD STATEMENT</p> <p>This Proposal may be awarded to one or multiple vendors by line item, section, or package as determined to be the best value to Dallas Independent School District. Dallas ISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, waive any formalities and/or irregularities, and award in the best interest of the District.</p>
<p>ORAL STATEMENT</p> <p>No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.</p>
<p>SIGNATURE AND DECLARATION OF COMPLIANCE</p>
<p>CONTRACTED SERVICES / TERM AGREEMENT</p> <p>This Contracted Services Agreement is entered between Dallas Independent School District (Dallas ISD or the District) and (the Offeror), collectively the "Parties" and individually, a "Party". The District is a Texas public school district and political subdivision of the state of Texas located in Dallas County, Texas. This Agreement shall consist of the following conditions and documents incorporated herein by reference and in listed order of precedence:</p> <p>(1)The District Terms and Conditions</p>

SIGNATURE AND DECLARATION OF COMPLIANCE
<p>(2)Attestations to certifications and the Vendors adherence to the laws of The State of Texas and the United States of America. This includes the executed EDGAR Certifications and/or FEMA Certifications, if applicable (contract documents collectively the "Agreement")</p> <p>(3)General requirements outlined within the District's Solicitation document</p> <p>(4)Offeror's response to the solicitation document including services and pricing</p> <p>(5)Any deviations listed on the District Deviation forms agreed to formally by the District</p> <p>(6)Any notice of award or acceptance by the District by Dallas ISD-issued Purchase Orders, the terms of any applicable Dallas solicitation, (RFP, RFQ, or similar solicitation) executed EDGAR Certifications and/or FEMA Certifications, if applicable (contract documents collectively the "Agreement") In the event of a conflict, the contract documents shall control in the order listed in this paragraph.</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>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</p>
ELECTRONIC SIGNATURE
<p>By signing below, the signatory for the Offeror confirms and covenants that he or she is legally authorized to bind the Offeror to the terms of this Agreement. The offeror also acknowledges that, if selected, the agreement with the District will be governed by the "Contract Services/Term Agreement" clause outlined above.</p> <p>Any person executing this declaration on behalf of an Offeror that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Offeror. In addition, you agree to commit transactions by electronic means by submitting to this solicitation.</p>
MUST PROVIDE FULL NAME AND DATE FOR PROPOSAL TO BE CONSIDERED
<p>-----</p> <p>Type</p> <p>-----</p> <p>Provide your answer below</p>

1.4 Attachments

Name	Data Type	Description
Clean Label Requirements	File	Clean Label Requirements - Non-Preferred Ingredient List
MWBE	File	MWBE Forms must be completed and attached regardless of your MWBE status
W9 Form	File	W9 Form completed, signed and attached to your submission(2024)
Dallas ISD Sample Vendor Quote	File	2024-10-31 06:25:52 Dallas ISD Sample Vendor Quote.pdf (Size :110240)
Dallas ISD Sample sales invoice	File	2024-10-31 06:28:45 Dallas ISD Sample sales invoice.pdf (Size :111887)
Commodity Pricing Spreadsheets	File	Pricing Spreadsheet

2 Price Schedule

2.1 Line Information

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount	Bid Minimum Release Amount
1 Please see attached spreadsheet for to complete pricing			Each			

2.2 Line Details

2.2.1 Line 1 Please see attached spreadsheet for to complete pricing

Vendor Name
 PO Box ABC
 Town, State Zip Code
 Phone Number
 Email Address

Quote

Date	Quote #
6/7/2023	Vendor Quote #

Shipping to:
Dallas ISD Department/Campus Dallas ISD POC Street Address City, TX Zip Code

RFP Award #
Reference Info / #

RFP Awarded Item	Qty	Item # & Description	Each	Total
Custom	35	#16042 Navy Koozie Chilling Bluetooth Speaker Koolers	65.00	2,275.00T
Set-Up Charge	1	One color imprint Set-Up Charge	55.00	55.00T
Custom	35	#OD302 Navy Picnic Blanket	24.00	840.00T
Set-Up Charge	1	One color imprint Set-Up Charge	55.00	55.00T
Shipping	1	Ground Shipping included	0.00	0.00T
		Awarded RFP Discount	15%	483.75
		Exempt from Sales Tax	0.00%	0.00
M/WBE Certification Number (if applicable)			Total	\$2,741.25

APPENDIX

Clean Label Requirements

The table below contains a list of non-preferred ingredients. Food and Child Nutrition Services reserves the right to accept or not accept a product based on the product's ingredient list. Products submitted should not contain any of the following ingredients:

NON-PREFERRED INGREDIENTS	
INGREDIENTS	INDUSTRY NAME
Artificial Colors	Synthetic Food Dyes (Blue 1, Blue 2, Green 3, Red 3, Red 40, Yellow 5, Yellow 6), Caramel Color CL3-4, Color additive Titanium dioxide (TiO2)
Artificial Flavors	Any & All Additives Considered Artificial and unspecified natural flavors, Monosodium Glutamate (MSG)
ANTIOXIDANTS	
BHA	Butylated Hydroxyanisole (BHA)
BHT	Butylated Hydroxytoluene (BHT)
Propyl Gallate	Propyl 3, 4, 5 Trihydroxybenzoate
Propyl Paraben	Propyl 4-hydroxybenzoate
TBHQ	Tertiary Butylhydroquinone (TBHQ)
EMULSIFIERS	
BVO	Brominated Vegetable Oils (BVO)
CMC	Carboxymethylcellulose (CMC), Polysorbates
SWEETNERS	
HFCS	High Fructose Corn Syrup (HFCS)
NutraSweet	Aspartame
Stevia	Rebaudioside Stevia Extracts
Sweet' n Low	Saccharin
Sugar Alcohols	Erythritol, Lycosin, Lactitol, Maltitol, Sorbitol, Xylitol, Hydrogenated Starch Hydrolysate (HSH), etc.
FLOUR/FLOUR ADDITIVES	
Flour Treatment Agents	Azodicarbonamide (ADA), Bromated Flour/Potassium Bromate, Potassium Iodate
MEAT ALTERNATIVE PRODUCTS	
Meat alternative products	Mycoprotein
CHEMICALS USED IN PACKAGING	
Bisphenol A (BPA)	Appears in polycarbonate plastics used in food and drink packaging and in coatings on metal food cans and bottle tops



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		
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	Signature	Date
<small>Print or Type Name and Title of M/WBE Owner, President or Authorized Agent</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	Signature	Date
<small>Print or Type Name</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.

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.		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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	<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) _____ 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"/>			
	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.