



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

Request For Proposal 201905
DA-207915 Early Learning Pre-K Partnerships
****THIS IS A REQUEST FOR QUALIFICATIONS****

Buyer **ALFORD, DELORES**

Email **DALFORD@dallasisd.org**

1 Header Information

1.1 General Information

First Advertisement Date/Issue Date	09-FEB-2025 08:00:00
Second Advertisement Date	16-FEB-2025 08:00:00
Pre-Proposal Meeting	24-FEB-2025 11:00:00
Questions Deadline	26-FEB-2025 17:00:00
Questions Response from the District	28-FEB-2025 17:00:00
Solicitation Due	26-MAR-2025 14:00:00
Anticipated Evaluation & Sel	02-APR-2025 17:00:00
Anticipated Approval/Award	24-APR-2025 19:00:00

Pre-Proposal A pre-proposal meeting will be held at 11:00 AM CST via video conference on Monday, February 24,2025. Please submit (in writing) any questions regarding this RFP to Delores Alford, dalford@dallasisd.org. 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: 210 082 740 880
 Passcode: Jk3qX3rf

Dial in by phone
 +1 323-457-5029,,865639939# United States, Los Angeles
 Find a local number
 Phone conference ID: 865 639 939#

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 four (4) successive one (1) year extensions based on the long-range needs of the District and mutual consent of both parties not to exceed five (5) years total.
SCOPE AND SPECIFICATIONS OF THE PROPOSAL
The Dallas Independent School District (Dallas ISD or District) is soliciting offers for the goods and/or services specified in this document. 1. Questions concerning this solicitation document should be addressed in writing to the Buyer's Email. 2. Questions must be submitted by the deadline to allow sufficient time for responses prior to receipt/opening date/time. 3. Responses to questions other than administrative questions will be provided to all potential offerors by

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

means of an addendum to the solicitation.

All vendors are encouraged to participate even if vendors are the sole source providers.

This proposal is being issued in accordance with Title 2 of the Code of Federal Regulations (2CFR) Part 200 requirements to procure vendors who provide goods or services purchased by Dallas ISD using federal dollars. This proposal may be used with local, state, federal, and grant-funded programs.

PURPOSE OF REQUEST FOR QUALIFICATIONS (RFQ)

This Request for Qualifications (RFQ) will be for Early Learning to collaborate with high-quality childcare providers to expand available classroom spaces for Pre-Kindergarten, ensuring greater access to early education opportunities for students.

PROPOSAL SPECIFICATIONS

The Dallas Independent School District is seeking offerors to create partnerships with Texas Rising Star Three-Star/Four-Star certified and NAEYC/NAC accredited child care providers to expand the number of eligible three-and four-year-old students to deliver tuition-free Pre-Kindergarten educational services and instruction. Dallas ISD will provide a full-time certified teacher for each classroom in which eligible Dallas ISD students are attending Pre-Kindergarten at Provider's facility.

Overview

Community partnerships are crucial as they offer families a variety of high-quality options for their young children. These partnerships also support childcare centers, which frequently face significant funding and financial challenges, helping to enhance the quality of care for all children. Specifically, such partnerships bring valuable benefits to children and families, community-based providers, and Dallas ISD. These benefits include, but are not limited to:

Children & Families

- Expanded Pre-Kindergarten options that better align with families' care needs and work schedules
- More locations offering services for multiple children within a family (e.g., serving both 1-year-olds and 4-year-olds)
- Increased consistency between the school environment and before-and after-care programs, ensuring a seamless transition and consistent experience for children throughout the day.
- Enhanced quality of care for younger children at partner sites, potentially offering more toddlers access to higher-quality learning environments

Providers

- Support from Dallas ISD, including a certified teacher, curriculum resources (if needed), professional development, CLASS observations, and coaching
- Recruitment and enrollment assistance from Dallas ISD to boost enrollment at partner sites
- Financial assistance for both the center and its staff based on the stipend

Dallas ISD

- Increased availability of high-quality early childhood options, supporting long-term kindergarten readiness
- Opportunities to strengthen connections with families and support Pre-Kindergarten children, contributing to sustained K-12 enrollment
- A more robust and stable early-learning community

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Requirements for Partnership with Dallas Independent School District (Dallas ISD)

1. Certification and Accreditation
 - The childcare provider must be Texas Rising Star Three-Star/Four-Star certified and NAEYC or NAC accredited. If a center does not have its certification and accreditation by March 26, 2025, then they will not be eligible for partnerships for the 2025-2026 school year.
 - The provider must maintain these certifications and accreditations throughout the duration of the partnership.
3. Full-Time Certified Teacher
 - Dallas ISD will provide a full-time certified teacher for each classroom where eligible Dallas ISD students are enrolled in pre-kindergarten at the provider's facility.
 - The provider must ensure that the classroom environment meets the necessary standards for effective teaching and learning.
5. Co-Teacher Requirement
 - The provider must assign a qualified co-teacher to each Pre-Kindergarten classroom in which Dallas ISD students are enrolled, ensuring appropriate classroom support and a positive learning environment.
7. Community Engagement and Enrollment Support
 - The provider must demonstrate a commitment to community engagement with strategies and activities aimed at boosting enrollment for Pre-Kindergarten programs. Evidence of past or current efforts to engage families and increase enrollment must be provided as part of the partnership proposal.
9. Eligibility for Tuition-Free Pre-Kindergarten Services
 - The partner must ensure that eligible three-and four-year-old children are able to receive tuition-free Pre-Kindergarten educational services and instruction at the provider's facility, in alignment with Dallas ISD's requirements.
11. Compliance with District Standards
 - The provider must comply with all relevant standards, regulations, and requirements set forth by Dallas ISD for the successful delivery of early childhood education services.
 - Site visits to the facility are part of the evaluation process, with tentative dates scheduled from March 27, 2025, to April 1, 2025

PROPOSAL SPECIFIC QUESTIONS

Do you acknowledge, agree to, and confirm that you have completed and attached the agreement and application as outlined in the scope?

.....

Type

.....

Circle one from the response values below:

- NO
- YES

Do you acknowledge that you accept site visits will be conducted to ensure a comprehensive understanding and assessment of the centers to ensure it meets our requirements?

.....

Type

.....

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Provide your answer below

INSTRUCTION AND REQUIREMENTS FOR OFFER SUBMITTAL

The Offeror shall furnish to the District all information and data requested by the District to determine the Offeror's qualifications and responsibilities. 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.

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.

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

Dallas ISD
 Procurement Services
 9400 N Central Expwy, Ste 1510
 Attn: Staff Member and BID NUMBER
 Dallas, Tx 75231

Does the vendor agree and understand?

 Type

Circle one from the response values below:

- Yes
- No

COMPANY INFORMATION

Name of the firm making the offer: (W9 name and dba if applicable)

 Type

Provide your answer below

Company Federal Tax ID Number

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
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).
Reference One (1) School District/Company Name Contact Name Contact Phone Number ----- Type ----- Provide your answer below
Reference 1 - Email Address ----- Type -----

REFERENCES
Provide your answer below
Reference Two (2) School District/Company Name Contact Name Contact Phone Number ----- Type ----- Provide your answer below
Reference Two (2) - Email Address ----- Type ----- Provide your answer below
Reference Three (3) School District/Company Name Contact Name Contact Phone Number ----- Type ----- Provide your answer below
Reference Three (3) - Email Address ----- Type ----- Provide your answer below

PROPOSAL REQUIREMENT - The following attributes require a response

GENERAL TERMS AND CONDITIONS

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>.

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

FORM 1295 - CERTIFICATE OF INTERESTED PARTIES

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

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

Box 1: Please enter the business entity filing form, city, state, and country of the business entity's place of business

Box 2: Please enter Dallas ISD

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?

PROPOSAL REQUIREMENT - The following attributes require a response

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)

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

<p>PROPOSAL REQUIREMENT - The following attributes require a response</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>IDENTIFICATION BADGE(S)</p> <p>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 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.</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>CONFLICT OF INTEREST</p> <p>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.</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>INSURANCE AND/OR BONDS</p>

PROPOSAL REQUIREMENT - The following attributes require a response

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/departments/procurement/doing-business-with-dallas-isd>.

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

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

<p>PROPOSAL REQUIREMENT - The following attributes require a response</p>
<p>NO BOYCOTT OF ISRAEL</p> <p>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.</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>TRANSACTIONS WITH AN ABORTION PROVIDER OR AFFILIATE</p> <p>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.</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, 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:</p> <p>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</p>

PROPOSAL REQUIREMENT - The following attributes require a response**TERRORIST ORGANIZATIONS**

The Offeror certifies that it is not a company identified by the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

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

INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

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.

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 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

<p>PROPOSAL REQUIREMENT - The following attributes require a response</p>
<p>participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Circle one from the response values below: Yes No</p>
<p>CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)</p> <p>Interlocal Agreement - Cooperative</p> <p>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.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Circle one from the response values below: Yes No</p>
<p>ORDER REFERENCE NUMBER/INFORMATION</p> <p>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.</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Provide your answer below</p>
<p>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?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Circle one from the response values below: Yes No - I do not agree (please list Independent School Districts with lower pricing).</p>

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.**

ONLINE CATALOG/PRICE LIST

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). **Solicitation responses including a catalog or website pricing and a catalog discount of greater than zero, (e.g., of 5% discount) must include the embedded Excel file "UNSPSC_CODES" within the Punch Out form attached to this solicitation.**

Type

Provide your answer below

PRICING RESPONSE

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.

Does the Vendor agree?

PRICING INFORMATION
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
Offerer's solicitation response pricing provided to Dallas ISD is the lowest pricing available to an Independent School District (ISD)? ----- Type Circle one from the response values below: Yes No - I do not agree (please list Independent School Districts with lower pricing).
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. ----- Type Circle one from the response values below: Yes No - I do not agree (please list Independent School Districts with lower pricing).
DEVIATIONS AND EXCEPTIONS - One of the following options must be chosen. No response will deem response as no deviation.
<p>DEVIATIONS/EXCEPTIONS TO TERMS, CONDITIONS, AND/OR STATEMENT OF WORK</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The offeror requests the following exceptions/deviations to the solicitation's terms, conditions, and/or statement of work.</p> ----- Type Provide your answer below
NO DEVIATIONS OR EXCEPTIONS
I certify that there are NO deviations or exceptions from the attached specific terms, conditions,

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

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

FEDERAL REQUIREMENTS (EDGAR)

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 respect to this procurement in the event of a breach of contract by either party.

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

(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?

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

FEDERAL REQUIREMENTS (EDGAR)

(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?

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

(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, 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

FEDERAL REQUIREMENTS (EDGAR)
<p>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.</p> <p>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.</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>(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 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</p>

FEDERAL REQUIREMENTS (EDGAR)
<p>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 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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <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>(J) Procurement of Recovered Materials - When federal funds are expended by Dallas ISD, Dallas ISD</p>

FEDERAL REQUIREMENTS (EDGAR)

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 and/or termination of any award

(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:

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.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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.

Does the Vendor agree?

FEDERAL REQUIREMENTS (EDGAR)
<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>
<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>

FEDERAL REQUIREMENTS (EDGAR)
<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> <p>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.</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 ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT - 2 C.F.R 200.216</p> <p>a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> 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). <p>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).</p>

FEDERAL REQUIREMENTS (EDGAR)
<p>ii. Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>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.</p> <p>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.</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>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>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 No - I do not agree (please list Independent School Districts with lower pricing).</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>

FEDERAL REQUIREMENTS (EDGAR)
<p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>-----</p> <p>Circle one from the response values below:</p> <p>Yes</p> <p>No - I do not agree (please list Independent School Districts with lower pricing).</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:</p> <p>Yes</p> <p>No - I do not agree (please list Independent School Districts with lower pricing).</p>
EVALUATION PROCESS
<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> <p>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.</p>
<p>DISCUSSIONS/NEGOTIATIONS</p> <p>a. During the evaluation of certain Offers, the District may hold discussions/negotiations with Offerors that are in the competitive range to provide the goods and/or services described in this solicitation. Discussions will NOT be conducted for Competitive Sealed Proposals. Discussions may be conducted for responses to Requests for Proposals or Requests for Qualifications; however, the District reserves the right to award (or</p>

EVALUATION PROCESS

not award) a Contract without conducting any discussions; therefore, Offerors are encouraged to provide their best Offer initially and not anticipate the opportunity to make a better offer later.

b. If conducted, discussions will be held at a place, time, and date as determined by the District. All associated costs incurred by an Offeror in connection with the discussions will be at Offeror's own expense. Additionally, a selected Offeror(s) may be required to attend one or more Board Briefings and/or Board Meetings to address questions about the Offer and any resulting Contract. Such attendance shall be at no additional cost to the District.

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 - **0 Points**

2. Reputation of the vendor and vendor's goods or services - **0 Points**

3. Quality of the vendor's goods or services - **30 Points**

4. Extent to which the goods or services meet the district's needs - **25 Points**

5. Vendor's past relationship with the district - **5Points**

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 - **20Points**

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

<p>PROPOSAL GENERAL INFORMATION</p>
<p>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. 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 pre-kindergarten 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>

SIGNATURE AND DECLARATION OF COMPLIANCE

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:

- (1)The District Terms and Conditions
- (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")
- (3)General requirements outlined within the District's Solicitation document
- (4)Offeror's response to the solicitation document including services and pricing
- (5)Any deviations listed on the District Deviation forms agreed to formally by the District
- (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.

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

ELECTRONIC SIGNATURE

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.

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.

MUST PROVIDE FULL NAME AND DATE FOR PROPOSAL TO BE CONSIDERED

Type

.....
Provide your answer below

1.4 Attachments

Name	Data Type	Description
Application	File	25-26 Dallas ISD PreK Partnership Application
Agreement	File	Agreement Form Early Learning PreK Partnerships 1 2425
Stipend Layout	File	RFP - Early Learning PreK Partnerships Stipend Pricing

Name	Data Type	Description
MWBE Forms	File	MWBE Forms must be completed and attached regardless if you are MWBE status
W9 Form	File	W9 Form completed, signed and attached to the submission (2024)

2 Price Schedule

2.1 Line Information

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount	Bid Minimum Release Amount
1 This is a Request for Qualifications. No pricing will be evaluated.			Each			

2.2 Line Details

2.2.1 Line 1 This is a Request for Qualifications. No pricing will be evaluated.



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.		
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	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"/>		<i>(Applies to accounts maintained outside the United States.)</i>	
	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
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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.

RFP - Early Learning PreK Partnerships

Pricing

1 Co-Teacher will receive a pay increase of \$6,000.00 stipend (6 payments) and the center will receive a \$17,000.00 stipend (6 payments), for the support in this program.

Stipend Payment Breakdown

Description	Co-Teacher	Rental Payment	TLR	Admin. Cost	Total
1st Payment	\$ 1,000.00	\$ 500.00	\$ 1,350.00	\$ 900.00	\$ 3,750.00
2nd Payment	\$ 1,000.00	\$ 500.00	\$ 1,350.00	\$ 900.00	\$ 3,750.00
3rd Payment	\$ 1,000.00	\$ 500.00	\$ 1,350.00	\$ 900.00	\$ 3,750.00
4th Payment	\$ 1,000.00	\$ 500.00	\$ 1,350.00	\$ 900.00	\$ 3,750.00
5th Payment	\$ 1,000.00	\$ 500.00	\$ 1,350.00	\$ 900.00	\$ 3,750.00
6th Payment	\$ 1,000.00	\$ 500.00	\$ 1,750.00	\$ 1,000.00	\$ 4,250.00
	\$ 6,000.00	\$ 3,000.00	\$ 8,500.00	\$ 5,500.00	\$ 23,000.00

Cost

Co-teacher stipend: \$6,000.00

Rent Payment: \$3,000.00

Revenue Loss Recognition: \$8,500.00

Admin. Cost: \$5,500.00

Total Cost/center: \$23,000.00



AGREEMENT FOR EDUCATIONAL SERVICES - SRI-PLUS

This Agreement for Education Services ("Agreement") is made by and between the Dallas Independent School District ("the District" or "Dallas ISD") and _____ ("the Provider"), and Parties collectively are referred to as the ("Parties").

RECITALS

WHEREAS, Dallas ISD is a public independent school district and political subdivision of the State of Texas, whose principal office is located at 9400 North Central Expressway, Dallas, Texas, 75231; and

WHEREAS, or Provider(s) _____, which are within the geographic boundaries of Dallas ISD; and

WHEREAS, the District desires to retain the Provider pursuant to Texas Education Code Sections 11.157 and 29.1532(b); 29.1533, and 29.158 to place a Dallas ISD teacher in Provider's classroom and for Provider to provide educational services on a tuition-free basis for eligible three- and four-year-old prekindergarten students residing within the geographical boundaries of Dallas ISD; and

WHEREAS, Dallas ISD and the Provider desire to enter into this Agreement under the terms and conditions set forth herein to provide educational services to eligible prekindergarten students at Provider's facilities; and

WHEREAS, the Effective Date of this Agreement shall be on the date on which the parties have fully executed this Agreement for educational services;

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, and agreements set forth in this Agreement, the receipts and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE I PURPOSE OF THE AGREEMENT

1.01 Purpose. In order to expand the number of eligible three- and four-year-old prekindergarten students who receive prekindergarten instruction and are then kindergarten-ready, the Dallas ISD agreements with the Provider to allow one or more Dallas ISD teachers to teach prekindergarten in a full-day tuition-free prekindergarten in Provider's facilities.

1.02 Prekindergarten Criteria. Pursuant to Texas Education Code Section 29.153, a student eligible to be served by the Provider under this Agreement is a child assigned to the Provider by Dallas ISD who is at least three years of age and no older than four years of age by September 1 and: (1) is unable to speak and comprehend the English language; (2) is educationally disadvantaged as defined by Texas Education Code Section 5.001(4); (3) is a homeless child, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; (4) is the child of an active duty member of the armed forces of the United States of America, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; (5) is the child of a member of the armed forces of the United States of America, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; (6) is or ever has been in the conservatorship of the Department of Family and Protective Services following an adversary hearing held as provided by Texas Family Code Section 262.201; or (7) is the child of a person eligible for the Star of Texas Award as: (A) a peace officer under Section 3106.002,



Government Code; (B) a firefighter under Section 3106.003, Government Code; or (C) an emergency medical first responder under Section 3106.004, Government Code.

Student Documentation. The Provider shall ensure that all students receiving educational services from Dallas ISD employees shall be current on all required immunizations and shall complete the following Dallas ISD documents or provide the following documents: home language survey; birth certificate; address verification (e.g., gas, electricity, or water bill, lease agreement, or mortgage statement); income verification (income tax return or current paycheck stub); and current immunization card.

ARTICLE II RELATIONSHIP OF THE PARTIES

2.01 Nature of the Relationship. The Provider shall operate as an independent contractor to the Dallas ISD. The Provider is not the exclusive provider of such educational services to prekindergarten students. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between the Dallas ISD and the Provider. Neither party shall be the agent of the other except to the extent otherwise specifically provided for by this Agreement. Neither Party has the express nor implied authority to represent to any third party, and will whenever needed disclaim to such parties, any ability to legally bind the other Party to any duty. Neither party shall be responsible for the acts of the employees or contractors of the other party.

2.02 Liaison. The Dallas ISD liaison with authority to make day-to-day decisions and with the authority to observe or direct others to observe the Dallas ISD employees and Provider's services under this Agreement shall be the Dallas ISD Assistant Superintendent of Early Learning or his/her designees.

2.03 School Official Designation. For purposes of the Family Educational Rights and Privacy Act, ("FERPA") 20 U.S.C. § 1232g, the Provider is hereby designated as a "school official" with authority to create, revise, maintain, and access Dallas ISD student records in accordance with the limitations in FERPA, for the Dallas ISD students served by the Provider and the Dallas ISD teachers and dual-enrolled in Dallas ISD, but only while the students are served in the Provider's facility.

ARTICLE III SERVICES PROVIDED BY DALLAS ISD

3.01 Teachers. Dallas ISD will provide a full-time certified teacher for each classroom in which eligible Dallas ISD students are attending prekindergarten at Provider's facility. The Dallas ISD teacher shall be equipped with all necessary technology to enable the Dallas ISD teacher to access the District's server, computerized student record information, email, and other District documents. If required by the student population, the teacher will have bilingual certification and such classes will adhere to the Dallas ISD guidelines for teaching English Language Learners. When available, substitute teachers will be provided in the case of Dallas ISD teacher absence.

3.02 Special Education. Special Education Services will not be offered at the Partner site(s). In the event that Special Education Services are needed, the student will need to attend the nearest Dallas ISD campus.

3.03 Curriculum and Instructional Materials. Dallas ISD will provide the prekindergarten curriculum required by the District for all Dallas students enrolled in Provider's prekindergarten program under this Agreement. Dallas ISD will provide instructional materials for use in the prekindergarten program and may provide non-curricular materials for classroom use. These materials, to the extent they are not expended, must be returned to Dallas ISD should the Agreement terminate prior to five (5) years after the materials are provided. The Provider may retain unexpended materials remaining after five (5) years under this Agreement.

3.04 Professional Development. Dallas ISD will provide professional development for Dallas ISD teachers working in Provider's facilities, as well as Provider's employees teaching Dallas ISD prekindergarten students.

ARTICLE IV SERVICES PROVIDED BY THE PROVIDER

4.01 General Services To Be Provided. The Provider, in collaboration with Dallas ISD teachers assigned to Provider's facility, shall provide tuition-free prekindergarten educational services to eligible students identified by Dallas ISD in the Provider's facilities identified below. The Provider shall be responsible for all management and oversight of the day-to-day operations of its childcare services, subject to review and observation by Dallas ISD during the portion of the school day subject to this Agreement. The Provider shall accept Dallas ISD teachers as teachers in its prekindergarten Program and shall provide one co-teacher for each class in which a Dallas ISD teacher is present. The Provider, in conjunction with the Dallas ISD teachers on site, shall be responsible for students, staff, instructional programming, equipment and materials, buildings and facilities, record-keeping, testing, timely submitting to the Dallas ISD any and all documentation and/or data required or requested, and any and all collaboration and/or communication with Dallas ISD staff. The Provider, for its prekindergarten services, shall use the Dallas ISD-provided curriculum, and, to the extent available and desired, Dallas ISD supplies and materials. The Provider agrees it shall, at all times, coordinate with Dallas ISD teachers and provide services and keep records under this Agreement in a manner which ensures that Dallas ISD shall receive, and continue to receive, federal and state funding for the Dallas ISD students served under this Agreement. Provider shall provide a class schedule indicating how Dallas ISD teachers will work with 3- and 4-year-olds that takes into account a 30-minute duty-free lunch and a 45-minute planning period each school day. Dallas ISD students shall receive at least 75,600 minutes of instruction in a full-time school year program.

4.02 Tuition-Free Services. The Provider shall provide prekindergarten educational services to identified and eligible Dallas ISD students on a tuition-free basis and may not charge tuition to parents for educational services or materials provided during the portion of the day in which Dallas ISD teachers teach Dallas ISD students. The Provider may also separately contract with parents to provide before-school, after-school, and non-instructional- child care on a fee basis.

4.03 Educational Service Provider Credentials. The Provider asserts that it meets and agrees to continue to meet, all state licensing standards for childcare facilities in Texas under Texas Human Resources Code Section 42.042 and applicable provisions of the Texas Administrative Code. By executing this Agreement, Provider also verifies that it is a Texas Rising Star 4Star or National Association for the Education of Young Children (NAEYC), National Administrator Credential (NAC), or Association Montessori International- USA (AMI-USA) childcare center. Provider shall immediately notify Dallas ISD if Provider's license or accreditation is revoked or withdrawn, or it loses its 4-Star status, and the parties agree that this Agreement may be terminated at the sole discretion of Dallas ISD upon such loss of such accreditation, licensure, or certification. Provider shall provide Dallas ISD with a copy of its current license or accreditation on request.

4.04 Provider's Facilities/Site Director. The Provider shall provide all prekindergarten instruction at Provider's facilities located at _____. Provider's facilities shall at least meet the minimum state requirements for space/square footage to accommodate 3- and 4-year-old learners, per 19 Tex. Admin. Code, Section 61.1033

or Section 61.1036, as applicable. The Provider's site director shall be responsible for coordinating efforts between Dallas ISD and Provider and shall attend an orientation meeting conducted by Dallas ISD. The site director shall meet with Dallas ISD representative at least six (6) times each school year to discuss and improve the collaborative arrangement.

4.05 Religious Instruction. The Provider agrees that no religious instructional programming will take place during the portion of the school day in which a Dallas ISD teacher is working with students.

ARTICLE V APPLICABLE LAW

5.01 Applicable Law. The Parties agree to perform all obligations under this Agreement in compliance with the applicable Texas Law with Venue in Dallas County, implementing regulations, executive orders, and interpreting authorities (collectively referred to herein as "Applicable Law" or "Applicable Laws").

ARTICLE VI APPLICABLE POLICIES

6.01 Dallas ISD Policies and Procedures. Dallas ISD Board Policies may be found at <https://pol.tasb.org/Home/Index/361>. The Dallas ISD's retention of the Provider and placement of Dallas ISD educators in Provider's facility is subject to applicable Dallas ISD Board Policies. The students served by the Provider shall be Dallas ISD students and are therefore subject to all Dallas ISD Board Policies; Dallas ISD teachers are subject to all Dallas ISD Board Policies.

6.02 Dallas ISD Policies Applicable to the Provider. For the hours in which Dallas ISD students are receiving prekindergarten instruction, the Provider shall adhere to Dallas ISD policies related to hours of instruction, the Dallas ISD calendar of instruction, worker conduct, record-keeping, financial management, bilingual and ESL instruction (if applicable), records retention, special education (Child Find only), student discipline, criminal history record checks, PEIMS data collection and retention, student records, student-teacher ratios, attendance, accounting, Student Code of Conduct, compulsory attendance enforcement related to enrolled students, and student health and safety.

6.03 Emergency Preparedness. For purposes of school closures and class cancellations due to emergencies and weather, the Provider will follow the Dallas ISD procedure as to the prekindergarten program and will notify the parents and students of this emergency preparedness procedure. The Provider will also comply with all emergency preparedness procedures, including but not limited to, fire drills, shelter-in-place drills, lockdowns etc., as required by state law or local ordinance for child-care facilities. The Provider shall ensure all faculty and staff providing services under this Agreement are trained and receive information regarding these procedures.

ARTICLE VII STUDENT ELIGIBILITY AND ADMISSIONS PROCESS

7.01 Student Eligibility Requirements. Compulsory attendance laws shall apply to Dallas ISD students enrolled in Provider's prekindergarten program. The Provider will notify Dallas ISD if an enrolled student's unexcused absences exceed the number allowed by law so that proper notices can be provided, and proper procedures may be followed. In the event a student drops out of Provider's school, Provider shall provide notice to Dallas ISD.

7.02 Admission and Enrollment.

a) No Discrimination. Any discrimination in admission on the basis of any class set forth in state or federal law,

including, but not limited to sex, national origin, ethnicity, race, religion, or disability is specifically prohibited, except as specifically designated in Texas Education Code Section 29.153.

b) Enrollment Process. Provider will identify potentially eligible students who can be served under this Agreement. Dallas ISD shall provide online enrollment system available to parents to complete student registration and Provider shall assist parents and Dallas ISD in obtaining completed online enrollment and supporting documents within the first 7 days of school. Dallas ISD agrees to make reasonable efforts to communicate its acceptance or denial of eligibility documentation in a timely manner so that corrections can be made expeditiously.

c) Recruitment / Student Notification. If vacancies exist in Provider's program, then Dallas ISD shall use reasonable efforts to notify the parents of students who it is aware are eligible for free prekindergarten, but are not currently enrolled in Dallas ISD, of the opportunity for the student to receive educational services at Provider's facility.

7.03 Student-Teacher Ratio. The Provider agrees that the ratio of students to appropriately trained and/or certified childcare instructor / teacher for any classroom in which the Dallas ISD provides educational services to Dallas ISD students shall not exceed 12 to 1, and the Provider further agrees to include one co-teacher for any classroom in which the Dallas ISD provides educational services to Dallas ISD students.

7.04 Waivers. The Parties will collaborate and apply to TEA or any other applicable governmental authority for any waivers from current limitations and restrictions imposed by applicable law to permit students to receive educational services by the Parties which will expand the opportunities for eligible prekindergarten students.

7.05 Informational Materials. The Parties agree to collaborate on the development of information and materials to be provided to parents of students assigned to the Provider. No written recruitment or promotional materials may be published or disseminated without prior written approval of Dallas ISD.

ARTICLE VIII FACILITIES AND SUPPLIES

8.01 Facility Maintenance and Supplies. Any and all facility construction, maintenance, repair, and/or supplies, including but not limited to, the building and amenities, furniture, equipment, fixtures, alterations, school and/or office supplies, telephone systems, custodial services, copiers, maintenance, and the like, shall be the sole responsibility of the Provider.

8.02 Facility Standards. The Provider agrees to comply with the facility standards required for childcare facilities under federal, State, and local law or ordinance.

8.03 Access by Dallas ISD. Dallas ISD instructional and supervisory personnel shall have access to the Provider's facilities in which Dallas ISD students are being served anytime during the hours of instruction under this Agreement, to provide instruction and to observe students, Dallas ISD employees, and instruction.

ARTICLE VIX PROGRAM DESCRIPTION

9.01 General Curriculum Description. Dallas ISD and the Provider's co-teachers shall provide instruction in accordance with the revised Texas prekindergarten Guidelines ("TEA Guidelines") issued by the Texas Education Agency (TEA) in 2008, or

as subsequently modified, which is designed to develop skills necessary for success in the regular public-school curriculum, and which contains instruction in language, mathematics, and social-emotional skills.

9.02 Evaluation and Assessment. The Provider agrees to cooperate with Dallas ISD for any classroom-based evaluation or assessment for a class that includes Dallas ISD dual-enrolled students. The Provider further agrees Dallas ISD shall have the right to conduct assessments of all dual-enrolled students provided educational services under this Agreement; and Provider shall fully cooperate with any assessments conducted by Dallas ISD.

9.03 Instructional Materials. Dallas ISD, in providing educational services, shall use the same curriculum, scope and sequence, and instructional materials as those used by Dallas ISD. Dallas ISD agrees to provide to the Provider the curriculum and instructional materials necessary to implement the prekindergarten curriculum used in Dallas ISD prekindergarten classrooms. Materials provided by Dallas ISD must only be used in classrooms in which educational services are provided to Dallas ISD students.

9.04 Calendar and Times. The Provider and Dallas ISD staff serving in Provider's program will utilize the annual Dallas ISD school calendar for instructional days and teacher training days. The Provider and Dallas ISD teachers serving in Provider's program shall utilize the same start and end times for prekindergarten instruction under this Agreement as the Dallas ISD utilizes for its prekindergarten classes. The Provider shall determine the workdays and work hours of its own employees and contractors under Provider's direction and control for instructional services under this Agreement and for Provider's childcare services.

9.05 Special Education. Dallas ISD agrees to offer special education at a Dallas ISD facility.

9.06 Bilingual/ESL Programming. Dallas ISD will provide a bilingual/ESL teacher and bilingual/ESL programming for students who qualify, as required under the law.

9.07 Educational Technology. The Provider acknowledges and agrees to provide in each classroom the same or substantially similar educational technology, including but not limited to, computers, hardware, software, and network connections, as provided in a Dallas ISD prekindergarten classroom for use by students. Dallas ISD may, based on availability, provide the Provider with educational technology for use with Dallas ISD students. If Dallas ISD provides technology for student use, then the technology shall remain the property of Dallas ISD.

9.08 Free and Reduced Child Nutrition Services. Dallas ISD and the Provider shall collaborate to ensure that Dallas ISD students served by Dallas ISD teachers in Provider's program are offered free and reduced breakfast and lunch services when Dallas ISD students qualify as required under the law. The Provider shall comply with all free and reduced breakfast and lunch services laws and regulations, including but not limited to, service, record-keeping, confidentiality, and nutritional value of foods served.

ARTICLE X TRANSPORTATION

10.01 Transportation. The Provider shall coordinate and be responsible for any and all transportation Provider chooses to provide to Dallas ISD students served by the Provider.

10.02 Ownership of Transportation Vehicles. The Dallas ISD and the Provider agree that the vehicles used to

provide transportation to Provider's facilities are vehicles owned or leased and operated solely by the Provider and that neither the Dallas ISD nor its employees own and/or operate such vehicles.

10.03 Transportation Employees. The Dallas ISD and the Provider agree that drivers of any vehicle used for transportation on behalf of the Provider are employees or contractors of the Provider. Prior to commencing services, the Provider will transmit to Dallas ISD a copy of Provider's employee's criminal history background checks, driving checks, and necessary licensure, evidencing compliance with DISD school bus specifications and other DISD requirements relating to transportation of students.

10.04 Discipline of Students. The Dallas ISD and the Provider agree that while in a Provider vehicle, students enrolled in Dallas ISD are considered to be engaged in an extension of school or a school-related activity and are subject to the Dallas ISD Code of Student Conduct.

10.05 Accidents or Injuries. The Provider agrees that if a vehicle transporting Dallas ISD students served by the Provider is involved in any accident when students enrolled in Dallas ISD are on board, then the Provider will notify, within two hours, the Dallas ISD Superintendent of Schools or Designee. The Provider further agrees that if a Dallas ISD student is injured in any way while in a Provider vehicle, the Provider will notify, within two hours, the Dallas ISD Superintendent of Schools or Designee.

ARTICLE XI STUDENT DISCIPLINE

11.01 Student Code of Conduct. The Provider and the Dallas ISD teachers at Provider's facility shall follow the Dallas ISD Student Code of Conduct in the discipline of Dallas ISD students.

ARTICLE XII FACULTY AND STAFF

12.01 Employment Status of the Provider's Staff. The Provider acknowledges and agrees that any and all staff of Provider are the sole employees or contractors of the Provider; at no time shall they be considered to be employees of the Dallas ISD. Dallas ISD recognizes the Provider's right to determine who shall perform the duties of co-teacher, and that Provider may assign and reassign Provider's employees serving as co-teachers. Dallas ISD may provide input at any time should concerns arise. Furthermore, the Dallas ISD faculty and staff working at Provider's facility are employees of the Dallas ISD and not of the Provider. Likewise, the Provider recognizes Dallas ISD's right to assign and reassign its teachers but may provide input at any time should concerns arise.

12.02 Minimum Employee Standards. All employees of the Provider shall meet the applicable minimum standards for childcare center workers established in the Texas Human Resources Code Chapter 42 and the implementing regulations.

12.03 Criminal History Background. Provider shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. Prior to Provider employee(s) being allowed on district property, or transporting students, the vendor will transmit a copy of said employee's background check to Dallas ISD. Provider agrees to comply with all criminal history background checks as required by Dallas ISD. Provider shall certify compliance with Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Provider. Additionally, Provider must give advance

notice to the District if the person or an owner or operator of the Provider has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. At no less than an annual basis thereafter that criminal history record information has been obtained. District shall be the final decider of what constitutes a “location where students are regularly present.” The District may terminate this Agreement if the District determines that the Provider failed to provide notice as required by this Agreement or misrepresented the conduct resulting in the conviction.

12.04 Faculty and staff employment records. The Provider acknowledges and agrees the Dallas ISD shall have a right of access to any and all employment records of the Provider’s staff who provide services to Dallas ISD students. The Provider further agrees to make immediately available to the Dallas ISD such employment records upon request.

12.05 Employee Training. The Provider acknowledges and agrees that all faculty and staff will be trained as required by Texas Human Resources Code Chapter 42 and shall be trained in child abuse detection and reporting requirements, harassment/discrimination, Material Safety Data Sheet (“MSDS”) matters, emergency preparedness and communicable diseases, in at least the same manner as Dallas ISD employees.

12.06 Employee performance. The Provider understands that all Dallas ISD faculty providing services to Dallas ISD students under this Agreement shall be observed and appraised at least annually by Dallas ISD representatives.

12.07 Grievances and Complaints. The Dallas ISD and the Provider acknowledge and agree that the Dallas ISD grievance process under Dallas ISD Board Policy DGBA, shall not be available to the Provider’s employees or contractors; such provisions only being available to Dallas ISD employees providing services under this Agreement.

12.08 Dual Employment. Except as otherwise agreed to between the Dallas ISD and the Provider in writing, a person cannot be both an employee of the Dallas ISD and the Provider.

ARTICLE XIII DATA, RECORDS, AND RECORDKEEPING

13.01 Data Sharing Agreement. Prior to commencing performance of the work, the Provider will execute a Dallas ISD sharing agreement.

13.02 Texas Public Information Act (TPIA). Provider acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

- a) by Dallas ISD; or
- b) for Dallas ISD and Dallas ISD
 - 1. owns the information; or
 - 2. has a right of access to the information; or
 - 3. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
- c) by an individual officer or employee of Dallas ISD in the officer’s or employee’s official capacity and the information pertains to official business of the Dallas ISD.

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

13.03 PEIMS Records. Pursuant to Texas Education Code Section 29.1532, the Provider agrees to comply with all Public Education Information Management System (PEIMS) requirements as it pertains to the Dallas ISD students served under this Agreement. The Provider acknowledges and agrees to provide to Dallas ISD all data necessary to comply with PEIMS requirements for Dallas ISD students receiving educational services under this Agreement. This shall include, but shall not be limited to, daily attendance data forwarded to Dallas ISD on a daily basis, enrollment data, demographic data, test scores, discipline records, special education and LEP records, and grade reports.

13.04 Texas Record Retention Laws. As to documents related to this Agreement, and the Provider's services under this Agreement, the Provider agrees to be subject to the Texas Records Retention laws as set forth in the Texas Government Code and Texas Local Government Code and related schedules for retention. The Provider agrees to comply with the requirements of the Texas Records Retention Laws and understands the Dallas ISD shall only be responsible for maintaining and retaining records within its possession.

13.05 Family Educational Rights and Privacy Act ("FERPA"). The Provider acknowledges that Dallas ISD students' records are confidential as to the public, and that parents have rights to their students' records pursuant to FERPA. The Provider agrees to comply in all respects with FERPA in its records maintained regarding Dallas ISD students receiving educational services under this Agreement and to take all necessary precautions to maintain the confidentiality of students' records. Dallas ISD employees with legitimate educational needs to review student records or program information shall have access to student records at all times. The Provider acknowledges it may not redisclose confidential student record information to a third party without prior written consent from the parent or eligible student. The Provider further acknowledges it must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement. a) Provider will be provided with the following information:

See Data Sharing Agreement.

b) When the information is actually given to the Provider, the following statement should be included on the cover page:

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

13.06 Grade Reports. Dallas ISD shall provide grade reports to parents whose children are receiving services under this Agreement.

13.07 Financial Reports to Dallas ISD. Provider shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Provider shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. Upon request, the Provider shall provide Dallas ISD with updated statements of assets and

liabilities. These documents and records shall be retained for at least ten (10) years from the completion of this Agreement. Provider will permit District to audit all books, accounts or record relating to this Agreement or all books, accounts or record of any

business entities controlled by Provider that participated in this Agreement in any way. Any audit may be conducted on Provider's premises or, at District's option, another location. Provider shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Provider shall refund any monies erroneously paid to the Provider or charged to the District. If District ascertains that it has been billed erroneously by Provider for an amount equaling 5% or more of the Agreement amount, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.

ARTICLE XIV MEDIA AND COMMUNICATIONS

14.01 Media Requests. The Dallas ISD and the Provider agree to collaborate regarding any media request or press release related in any way to Dallas ISD students receiving services under this Agreement. The Dallas ISD and the Provider agree to collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by the Dallas ISD Superintendent of Schools or designee. The Provider agrees to comply with all applicable state law and Dallas ISD policies related to photographs or audio or video recording of students. The Provider further agrees to obtain fully executed release forms from parents, on a form provided by Dallas ISD, prior to any use of any photograph or audio or video recording of a Dallas ISD student. At all times, Provider agrees it shall not represent itself as a representative or agent of Dallas ISD and shall not use Dallas ISD's name or logo without express written permission from Dallas ISD.

ARTICLE XV PROGRAM EVALUATION AND ACCOUNTABILITY

15.01 Reports to Dallas ISD. The Provider and Dallas ISD shall periodically assess and report the effectiveness and efficiency of the educational services provided under this Agreement. Said reports shall include all information requested by Dallas ISD, which shall be identified on an annual basis and may include: classroom observations, teacher observations, enrollment data, demographic data, attendance rates, achievement data, and discipline reports. Dallas ISD shall use this data to determine the effectiveness of the program, including, but not limited to, student academic progress, whether student attendance meets or exceeds 95%, promotion and retention rates, and student disciplinary actions.

15.02 Accountability Standards. Renewal of this Agreement is conditioned upon satisfactory classroom and student performance under the accountability standards used to assess performance of Dallas ISD prekindergarten programs, which shall include, but may not be limited to, the Classroom Assessment Scoring System ("CLASS") and any other class or student assessment instrument.

ARTICLE XVI FISCAL AFFAIRS

16.01 Financial Consideration. In addition to the provision of teachers, curriculum and programming, instructional materials and technology, and professional development, and in consideration for the additional expenses incurred by the Provider under this Agreement, the Dallas ISD shall pay the Provider the following:

a) Co-Teacher Stipend. Dallas ISD shall pay to Provider an annual co-teacher stipend of \$6,000 for each co-teacher of Provider's who is assigned to a classroom with a Dallas ISD teacher. Said stipends shall be paid by Dallas ISD to the Provider in installments every six weeks. The stipend amount shall supplement and may not supplant the regular salary received

by the co-teacher from Provider. Stipends shall be passed on to the assigned co-teachers within three weeks after Provider's receipt of payment from Dallas ISD, minus applicable deductions for taxes and other required withholdings, but no Provider expenses; and

b) Administrative Expense. An administrative expense payment shall be made by Dallas ISD to reimburse the Provider for additional expenses incurred in administering the program under the terms of this Agreement, in an annual amount of \$17,000 per partnership classroom paid to Provider in installments each six weeks for a period of nine months. Said administrative expenses shall be used to pay for: compliance with all record-keeping requirements of Dallas ISD; assisting Provider in paying any additional employee or tax expenses stemming from the provisions of this Agreement; use of the site director's time; coordination of services under this Agreement; loss of enrollment revenue; and the loss of five-year-old students as attendees, among other administrative expenses.

16.02 Record-keeping Requirements/Invoices.

a) Record-Keeping. The Provider shall prepare and submit true and accurate invoices every six weeks for payment of co-teacher stipends and administrative services provided under this Agreement. Such invoices shall include all information identified in this Agreement or later identified as necessary information by Dallas ISD.

b) Invoice Content. Invoices shall contain the following itemized information: full information regarding student enrollment and student attendance during the preceding month, Provider's facility address, the amounts to be paid to co- teachers in the form of stipends, and monthly administrative expenses. Supporting documentation for administrative expenses must also accompany each invoice. It is the Provider's responsibility to ensure that all information submitted is true and accurate. The Provider acknowledges that a failure to provide accurate records and/or any misappropriation or attempted misappropriation of public funds when making invoice payment requests shall constitute a breach of this Agreement and shall constitute sufficient cause for immediate termination of this Agreement. All District guidelines, processes and procedures, state provisions, assurances, and Code of Ethics must be adhered to by the Provider.

16.03 Payment Terms. Provider shall receive from Dallas ISD a calendar specifying the dates on which invoices are due. The District shall pay all undisputed invoices in accordance with the Texas Prompt Pay Act. The District's preferred method of payment will be through Electronic Funds Transfer (EFT) or E-payables.

16.04 Contracting.

a) General Contracting. The Provider is responsible for obtaining, contracting with, and paying its own vendors or contractors for goods it acquires and services it provides under this Agreement.

b) Provider Background Checks. Provider shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. Prior to employee being allowed on District property, the vendor shall transmit to Dallas ISD a copy of the employee's background check records. As described in Section 13.03(c), the Parties acknowledge that the Dallas ISD requires criminal history background checks on all vendors or contractors who enter and perform work or services when said vendors or contractors could come into contact with Dallas ISD students. The Provider shall enforce with its vendors and contractors the criminal history background requirements and shall make such information immediately available to the Dallas ISD upon request.

16.05 Annual Audit. The Dallas ISD reserves the right to perform annual or other periodic audits of this Agreement. The Provider shall cooperate with the Dallas ISD in any audit and agrees to provide whatever financial and/or accounting documentation the Dallas ISD requests.

ARTICLE XVII INTELLECTUAL PROPERTY MATTERS

17.01 Proprietary Materials. The Dallas ISD shall own its own intellectual property, including but not limited to, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, and website design for the Dallas ISD. The Provider shall own its own intellectual property, including, without limitation, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, and website design for the Provider. Any material created exclusively by the Dallas ISD shall be the Dallas ISD's proprietary material. Materials created exclusively by the Provider shall be the Provider's proprietary material. The Dallas ISD and the Provider acknowledge and agree that neither entity has any intellectual property interest or claims in the other entity's proprietary materials.

ARTICLE XVIII INSURANCE AND INDEMNIFICATION

18.01 Insurance Coverage. The Provider, at its own expense, shall maintain insurance for the Provider throughout the Term of this Agreement. The insurance purchased shall be general liability at \$1,000,000/\$2,000,000. Dallas ISD is to be listed as an additional insured on the general and auto policies while being primary and non-contributory. A waiver of subrogation is to be shown in favor of the District on the general liability. Dallas ISD Risk Management Services 9400 N. Central Expressway #91 Dallas, TX 75231. The NAIC number should have a rating of A- or better.

18.02 Evidence of Insurance. Prior to mobilizing, the Provider will provide a certificate of insurance and insurance policy to the Dallas ISD evidencing the required coverage within ten (10) days after the execution of this Agreement. Thereafter, the Provider shall provide to the Dallas ISD a copy of the certificate for any renewal within thirty (30) days of receipt of same. The Provider shall provide written notice to the Dallas ISD of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

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

BY PROVIDER, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS PROVIDER SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY PROVIDER, OR BY DISTRICT AT THE DIRECTION OF PROVIDER, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY PROVIDER AND PROVIDER SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH PROVIDER AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE

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

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

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

18.04 No Waiver of Immunity. Nothing in this Agreement shall be construed to waive any immunity to which the Dallas ISD, any employee of the Dallas ISD, or any member of the Dallas ISD Board of Trustees is entitled to under Applicable Law.

ARTICLE XIX HEALTH AND SAFETY

19.01 Health and Safety of Students. The Provider agrees to be subject to and will comply with all requirements of Chapter 42 of the Texas Human Resources Code related to the health and safety of children. In the event that any Dallas ISD student is injured, experiences problems with bullying, or otherwise encounters a situation in which the health and/or safety of that student is at issue, Dallas ISD and the Provider shall take immediate action to obtain help for the student or otherwise assist the student and work to quickly address any ensuing problems.

ARTICLE XX TERM OF THE AGREEMENT; TERMINATION

20.01 Term. This Agreement shall be for a term beginning of the date on which both parties have fully executed this Agreement until July 31, 2028 ("Initial Term"), subject to earlier termination as identified in this Agreement. After the Initial Term, this Agreement may be renewed for up to one (1) successive one (1) year renewal terms ("Renewal Term"), provided that the District has given Provider written notice of the District's intention to renew no later than thirty (30) days prior to the expiration of the then current term and provided further that at the time the District gives its written notice of the Provider is not in default and the Agreement has not been terminated.

20.02 Termination. Either the Dallas ISD or the Provider may terminate this Agreement by giving 60 days' written notice to the other Party. Partnership classrooms participating in the contract will keep a minimum number of students enrolled for the current academic year. Enrollment per classroom should be no less than 10 students. If center does not meet this requirement prior to the beginning of the school year, the District has the right to terminate the contract.

20.03 Effect of Termination. In the event of termination under this Agreement, the obligations under this Agreement will terminate, except that any obligations that survive termination shall be completed, including but not limited to, finalizing any reporting requirements for data imposed by TEA, PEIMS data, record retention requirements, FERPA, and public information requests.

ARTICLE XXI GENERAL AND MISCELLANEOUS PROVISIONS

21.01 Jurisdiction and Venue. The Parties consent and submit to the sole exclusive jurisdiction and venue of the state district court located in Dallas County, Texas, for purposes of any action, suit or proceeding arising out of or relating to this Agreement.

21.02 Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

21.03 Counterparts, Facsimile Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.

21.04 Official Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery; or upon delivery when sent by prepaid overnight express delivery service (e.g. FedEx, UPS; or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

For Dallas ISD:

Dr. Debbie Murillo
Executive Director, Early Learning
9400 North Central Expressway
Dallas, TX 75231
Telephone: (972) 925-6726
Email: deramos@dallasisd.org

With a copy to:

Candace Yarbough
Executive Director, Procurement
9400 North Central Expressway
Dallas, TX 75231
Telephone: (972) 925-3263

Email: cyarbough@dallasisd.org

For the Provider:

21.05 Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

21.06 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

21.07 Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

21.08 Successors and Assigns. This Agreement is a personal service contract for the services of Provider, and Provider's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party, unless consented to in writing by District (which consent may be withheld in District's sole and absolute discretion). The benefits and burdens of this Agreement are, however, assignable by District. If District approves assignment, this Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. The Provider shall not subcontract any portion of the work required by this Agreement without prior written approval of the District except for any subcontract work identified herein.

21.09 No Third-Party Rights. This Agreement is made for the sole benefit of the Dallas ISD and the Provider and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

21.10 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

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

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

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

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

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

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

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

21.15 Conflict of Interest. No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

21.16 Business Ethics:

- a) During the course of pursuing contracts, and the course of Agreement performance, Provider and its subcontractors and Providers will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or Providers of the District, or to any of their family members. At any time, Provider believes there may have been a violation of this obligation, Provider shall notify the District of the possible violation. The District is entitled to request a representation letter from Provider, its subcontractors, or Providers at any time to disclose all things of value passing from Provider, its subcontractors or Providers to District's personnel, its trustees, officers, agents, or Providers.

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

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

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

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

21.19 Sales Tax Exemption.

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

to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

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

21.20 Claims and Disputes.

- a) Pre-Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement (collectively, "Claim" or "Claims") shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the District and Provider. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this Agreement without first submitting the Claim to mediation. NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.
- b) Claims for Consequential Damages. The Provider and District waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 7. Nothing contained in this Subparagraph 17 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Agreement Documents.
- c) Texas Tort Claims Act. The District does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Agreement Documents, or any action required of the District by the Agreement Documents shall be interpreted to be such a waiver.

21.21 Provider Conduct

- a) Sexual harassment of employees of the Provider or employees or students of the District by employees of the Provider is strictly forbidden. Any employee of the Provider who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Provider, including dismissal.
- b) The Provider shall be responsible to the District for acts and omissions of the Provider's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Provider or any of its subcontractors. It is understood and agreed that the relationship of Provider to District shall be that of an independent Provider/contractor. Nothing contained herein or inferable here from shall be deemed or

construed to (1) make Provider the agent, servant or employee of the District, or (2) to create any partnership, joint venture, or other association between District and Provider. Any direction or instruction by District or any of its authorized representatives in respect of the Work shall relate to the results the District desires to obtain from the Work and shall in no way affect Provider's independent Provider/contractor status described herein.

- c) Provider shall enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon free policies and zones, which will require compliance with those policies and zones by Provider's employees, subcontractors, and all other persons carrying out the Agreement. Provider shall require all workers, whether Provider's own forces or the forces of Provider's subcontractors, while on District's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for District's students and staff. All areas of campus shall be off limits to Provider's forces unless their work assignment specifies otherwise. Provider shall also require adequate and appropriate dress and identification of Provider's employees, subcontractors, and all other persons carrying out the Work. The Provider shall further ensure that no on-site fraternization shall occur between personnel under the Provider's and subcontractor's direct or indirect supervision and District's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of District property and immediate removal from the site. Repeated termination of Provider's or Provider's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by District.

21.22 Communications with The District:

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

CAA (REGULATION):

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

“The Provider will refrain from contacting individual members of the Board regarding any aspect of the Provider’s E- Rate business, whether current or anticipated. Communications with the Board, if required, will be in writing addressed to all members of the Board.” CAA (REGULATION) – Page 4 of 8

“The Provider will comply with all state and local laws and District policies regarding conflicts of interest and gifts of things of value, including the FCC’s rules and requirements regarding “fair and open competition.” The Provider will complete all affidavits and questionnaires required by the District relating to conflicts of interest and gifts in a complete and truthful manner. 4. A Provider that violates any of these provisions may have a pending bid or proposal rejected, be excluded or barred from receiving future contracts and/or have an existing contract canceled. CAA (REGULATION) – Page 4 of 8

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

CHE (LOCAL):

Persons conducting commercial business with the District shall refrain from contacting individual members of the Board regarding any aspect of the business during the restricted contact period. Communications with the Board regarding any aspect of the business shall be in writing and addressed to all Board members. CHE (LOCAL) – Page 4 of 7

Any person or entity in violation of this policy may have a pending bid or proposal rejected, be barred from receiving future contracts, and/or have an existing contract canceled. – CHE (LOCAL) – Page 4 of 7

“Conducting business” shall include participation in a pending procurement, the negotiation of any contract, the performance of any contract, the selling of any product, and the performance of any services.” CHE (LOCAL) - Page 5 of 7

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

b) PROVIDER PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

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

CHE (LOCAL):

The District Providers shall not employ any employee or former employee for 18 months after the termination of such employee’s employment relationship with the District unless the former employee will not provide services to the District, or work on, or have any involvement, in District-related business of the Provider. – CHE (LOCAL) – Page 7 of 7

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

DBD (LOCAL):

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

- 1) With the intent to influence; or
- 2) On behalf of any person in connection with any matter on which the former Superintendent of Schools, Chiefs, Executive Directors and/or Directors, seeks action by the District. [See CHE(LOCAL) and CH(LOCAL)]” DBD (LOCAL)

A person who has been employed as a full-time employee of the District may not perform services for the District for



compensation as a Provider, or on behalf of a Provider for 18 months after the termination of the person's employment relationship with the District. This restriction does not apply to former employees who are hired as classroom teachers; campus based professional employees or campus principals." – DBD (LOCAL) – Page 4 of 5

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

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of _____.

By: _____
(PRINT NAME OF PERSON SIGNING FOR PROVIDER)

By: _____
Dr. Debbie Murillo

Signature: _____
(PROVIDER REPRESENTATIVE SIGNATURE)

Title: _____
Executive Director, Early Learning

Title: _____
(TITLE OF PROVIDER'S REPRESENTATIVE)

Date: _____

Date: _____

Approved as to form for Dallas ISD ONLY:

By: *J. Flores*
Assistant General Counsel

Date: 1/27/25

DALLAS ISD | EARLY LEARNING PREK PARTNERSHIPS
2025-2026 Application

OVERVIEW

Community partnerships are essential, as they provide families with multiple quality options for their young child. In addition, partnerships help support child care centers who often face significant funding challenges and financial pressures, therefore working to improve quality for all young children. Specifically, partnerships provide meaningful benefits for children and families, community-based providers, and Dallas ISD. These benefits include, but are not limited to:

BENEFICIARY	BENEFITS
Children & Families	<ul style="list-style-type: none"> • more PreK options, better accommodating need for care and families' work day • more locations serving multiple children in the family (e.g., 1 YO and 4 YO) • more consistency of setting between school and before-/after-care • quality benefits for younger children served at the partner site, with potentially more infants and toddlers served in higher quality settings
Providers	<ul style="list-style-type: none"> • quality supports through a certified teacher provided by Dallas ISD, curriculum if needed, professional development, CLASS observations, and coaching support • recruiting and enrollment support by Dallas ISD targeting increased enrollment at the partner site
Dallas ISD	<ul style="list-style-type: none"> • high-quality options for younger children, leading to improved kindergarten readiness • increased opportunities to build relationships with families and serve PreK children, increasing K-12 enrollment for the district long-term • a more stable, viable early learning community

By working together across the early learning community in Dallas, we can draw on the wisdom, expertise, and resources of multiple systems. Public school PreK, Head Start, and community-based childcare programs, when working in alignment, will make a lifelong impact on a child and family.

Below is the partnership model you are considering applying for.

MODEL	BRIEF DESCRIPTION <i>(all models at the classroom level)</i>
SRI	Dallas ISD hires certified, BA teacher; provides curriculum, PD, and quality support Partner hires teacher assistant; provides classroom space and daily support

ELIGIBILITY

Only community-based providers that will have an active NAEYC, NAC, or TRS 3 or 4 star rating as of April 1, 2025, are eligible for partnerships for the 2025-2026 school year.

Current SRI partners who have received letters of intent to renew the partnership, do not need to apply to continue their SRI partnership.

Current SRI partners approved on RFP Bid # CY-205777, AR-206082 and KH-207117 are encouraged to apply to continue their SRI partnership.

SCORING AND SELECTION

Dallas ISD intends to add new partnerships that can be successfully launched for the 2025-2026 school year. A successful launch is determined by the number of interested potential partner organizations, the ability to recruit and hire high-quality teachers, and the ability to achieve adequate enrollment.

The scoring process will be used to select amongst multiple potential partnerships if not all applicants can be successfully on-boarded for the 2025-2026 school year. In addition, it will be used to ensure no partnership is created at sites that do not have the needed quality criteria and commitment in place. All parts of the application and site visit will be scored according to the rubric and guidance provided in this application.

If you have questions regarding the application or partnerships with Dallas ISD, please email Dr. Debbie Murillo at deramos@dallasisd.org.

Please type responses in the spaces shaded light gray.

GENERAL INFORMATION

Name of child care center or agency			
Physical Address			
City		Zip Code	
Primary Contact		Phone Number	
Email Address			
Fax Number			

ENROLLMENT DATA

Age Level	Current Enrollment	Capacity
Infants		
One-year-olds		
Two-year-olds		
Three-year-olds <i>(as of Sept. 1, 2025)</i>		
Four-year-olds <i>(as of Sept. 1, 2025)</i>		

PARTNERSHIP AGREEMENTS

Applicant must initial and agree to each item to be considered for a partnership.

As a partner, I agree to *(please initial each agreement):*

	Enroll and prioritize students who live within the Dallas ISD boundaries
	Enroll and prioritize in partnership classrooms students who qualify for Dallas ISD PreK
	Collect and submit all enrollment documents within the first 7 days of school, and any documents obtained after school begins within 7 days of receipt
	Submit daily attendance in the manner and timeframe specified by Dallas ISD
	Operate partnership classrooms according to the Dallas ISD school calendar
	Provide 30 minutes of recess daily for a full-day classroom
	Attend regular meetings to collaborate with Dallas ISD staff
	Provide a rest time that does not exceed 90 minutes in the school day schedule.
	Maintain TRS 3 or 4 star rating and provide Dallas ISD a copy of the rating upon request
	Implement Dallas ISD Daily PreK Full Day Schedules
	Implement DallasISD requirements for grade reporting for PreK
	Adhere to teacher placements based on student needs, teacher certifications, and district staffing guidelines.

CERTIFICATION

I certify that the information I have given on the application is complete and correct. I understand my failure to provide complete, accurate and truthful information on the application will disqualify me from participating in a partnership with Dallas ISD.

Signature

Date

Printed Name and Title

SHORT ANSWER RESPONSES

When responding, be as specific as possible and fully address the prompt. Responses should not exceed 200 words each.

SCORING GUIDE			
0	1	2	3
Does not address the prompt and/or does not align with Dallas ISD approach	Minimally addresses the prompt and/or is strongly misaligned with Dallas ISD approach	Partially addresses the prompt and/or has some misalignment with Dallas ISD approach	Fully addresses the prompt and aligns with Dallas ISD approach

- 1. Describe your center’s philosophy for early childhood education.**

- 2. Describe your center’s approach to providing professional development and conducting classroom visits.** *(Your response should include the frequency, focus, and follow-up of PD and visits.)*

- 3. Describe the current annual requirements for professional development for your staff. Describe the type of professional development provided, who provides it, how frequently, and follow-up process.**

- 4. Describe how your teachers approach planning for instruction.** *(Your responses should include whether they do it together, the frequency of planning, and the focus of planning.)*

5. **Describe your grouping structure & daily schedule for your PreK classrooms.** *(Your response should indicate how many minutes are spent in whole group, small group, and center time and the transition process between them. It should also include the amount of time spent in each content area).*

6. **Describe your center's approach to social-emotional development, student discipline and classroom management.** *(Your response should include a description of your classroom management plan and how that information is shared with families.)*

7. **Describe how you currently serve students with special needs.** *(Your response should include a description of how you currently partner with Dallas ISD special education and work with families.)*

8. **Describe your approach to engaging and partnering with families.** *(Your response should include a description of how you communicate with families and how often and what types of programs or initiatives you work with families on.)*