



2026.25

**Lake Dallas ISD Fully Managed Leased Lit Fiber Service or
Leased Dark Fiber Service**

Issue Date: 3/3/2026

Questions Deadline: 3/18/2026 02:00 PM (CT)

Response Deadline: 4/1/2026 02:00 PM (CT)

Contact Information

Contact: Saylea Mayfield

Address: Central Services

Business Office

104 Swisher Rd.

PO Box 548

Lake Dallas, TX 75065

Phone: 1 (940) 497-4039 x8403

Email: smayfield@ldisd.net

Event Information

Number: 2026.25
Title: Lake Dallas ISD Fully Managed Leased Lit Fiber Service or Leased Dark Fiber Service
Type: Request for Proposal
Issue Date: 3/3/2026
Question Deadline: 3/18/2026 02:00 PM (CT)
Response Deadline: 4/1/2026 02:00 PM (CT)
Notes: Lake Dallas Independent School District is requesting proposals from qualified Local service providers to provide Fully Managed Leased Lit Fiber Service and/or Leased Dark Fiber Service per the attached specifications, terms and conditions. Lake Dallas ISD will accept sealed proposals through IonWave until 2:00 PM on Thursday, April 1st, 2026 for Fully Managed Leased Lit Fiber Service or Leased Dark Fiber Service. The purpose of this Request for Proposal (RFP) is to provide a standard from which to evaluate your company's fiber services as they compare to other providers and as they pertain to the needs of LDISD as defined in this document. Due to the increased utilization of the broadband services by students, staff, and administration, this RFP is a request for Fully Managed Leased Lit Fiber Service (10 Gbps) and/or Leased Dark Fiber Service (2 strands minimum) between multiple LDISD facilities.

Ship To Information

Contact: Gerry Hamilton
Address: Director of Technology
Lake Dallas ISD
104 Swisher Rd
Lake Dallas, TX 75065
Phone: (940) 497-6161
Email: ghamilton@ldisd.net

Billing Information

Contact: Accounts Payable
Address: Purchasing
Central Services
Business Office
104 Swisher Rd.
PO Box 548
Lake Dallas, TX 75065
Phone: 940 (497) 4039
Fax: 940 (497) 3737
Email: ahaehn@ldisd.net

Bid Attachments

EPCNT_FORM.pdf

Educational Purchasing Cooperative of North Texas Agreement Form

[View Online](#)

GENERAL_TERMS_AND_CONDITIONS__(Legal)(4).pdf

General Terms and Conditions (legal)

[View Online](#)

2024 w-9.pdf

W-9 Form

[View Online](#)

CIQ 2024.pdf

CIQ 2024 Conflict of Interest Form

[View Online](#)

SF-LLL FORM.pdf

FORM SF-LLL

[View Online](#)

ACORD_Certificate_of_Insurance.pdf

Certificate of Liability Insurance

[View Online](#)

CIQ LDISD Notification Updated 4.2.25.pdf

INFORMATIONAL ONLY - LDISD Staff & Board Information Regarding the Conflict of Interest Disclosure Statement and Texas Local Government Code, Chapter 176

[View Online](#)

Non-Collusion Affidavit.pdf

Non-Collusion Affidavit

[View Online](#)

SIGNATURE AND DECLARATION OF COMPLIANCE.pdf

Signature and Declaration of Compliance

[View Online](#)

Lake Dallas ISD Fiber RFP FY2026 SLA & Questionnaire rev1e.docx

Lake Dallas ISD Fiber RFP FY 2026 SLA & Questionnaire File

[View Online](#)

Lake Dallas ISD Fiber RFP FY2026 Pricing Tables rev1e.docx

Lake Dallas ISD Fiber RFP FY 2026 Pricing Tables

[View Online](#)

Lake Dallas ISD Fiber RFP FY2026 SCONF rev1e.docx

Lake Dallas ISD Fiber RFP FY 2026 SCONF

[View Online](#)

Requested Attachments

CIQ - Conflict of Interest

(Attachment required)

Please upload the completed Conflict of Interest Form. Form and instructions may be found under the "Attachments" tab. If there is no conflict of interest, please write "N/A" across the page and sign the bottom portion before uploading.

W9 Form

(Attachment required)

Please upload a completed W-9 form. The form can be found under the "Attachments" tab. Make sure the tax classification section has been completed properly and the form has been signed and dated before uploading.

Form SF-LLL Disclosure of Lobbying Activities

(Attachment required)

Please upload the completed Disclosure of Lobbying Activities (FORM SF-LLL). Form can be found under the "Attachments" tab. If there is nothing to disclose, please write "N/A" across the page and sign the bottom portion before uploading.

1295 Form - Certificate of Interested Parties

(Attachment required)

Please upload the completed 1295 Form. You will need to register on the TEC (Texas Ethics Commission) website to complete the form. Please make sure the bottom portion of the form is completed before uploading.

MWBE Certificate

Please upload your certificate if your company is MWBE certified.

Exceptions/Deviations

Please upload any exceptions or deviations to this proposal

Non-Collusion Affidavit

(Attachment required)

Please upload a completed Non-Collusion Affidavit The form can be found under the "Attachments" tab. To be Printed, Signed, and Notarized

Signature and Declaration of Compliance

(Attachment required)

Please upload a completed Signature and Declaration of Compliance. The form can be found under the "Attachments" tab. To be Printed, Signed, and Notarized

Certificate of Liability Insurance

(Attachment required)

Please upload a completed certificate of liability insurance

Introduction Page

(Attachment required)

Include a one-page document that describes your firm, your firm's ability to perform this project as specified, and relate how your firm has performed similar services for other school districts or governmental agencies. This description should include the value and scope of the services provided. On a second page provide a list of at least three currently available references as outlined above in the "Selection Criteria" section. Include name of entity, contact name, phone number, type of services provided, and the length of the contract.

List of Equipment

Provide a complete list of equipment, currently owned by your company, which will be dedicated to the performance of this project (if applicable). Include an inventory of the equipment that you estimate you will have to purchase to meet the needs of this project.

Personnel

(Attachment required)

Provide an organization chart of your staff that includes administrative, supervisory, and work teams.

Lake Dallas ISD Fiber RFP FY 2026 SLA & Questionnaire

(Attachment required)

Please upload the Lake Dallas ISD Fiber RFP FY 2026 SLA & Questionnaire File document here.

Lake Dallas ISD Fiber RFP FY 2026 Pricing Table

(Attachment required)

Please upload the Lake Dallas ISD Fiber RFP FY 2026 Pricing Table File document here.

Lake Dallas ISD Fiber RFP FY 2026 SCONF

(Attachment required)

Please upload the Lake Dallas ISD Fiber RFP FY 2026 SCONF File document here.

Bid Attributes

1 Bid Instructions

The Lake Dallas Independent School District ("Lake Dallas ISD", "LDISD" or "District") is accepting proposals from qualified Local Service Providers to provide Fully Managed Leased Lit Fiber Service or Leased Dark Fiber Service. The purpose of this Request for Proposal (RFP) is to provide a standard from which to evaluate your company's fiber services as they compare to other providers and as they pertain to the needs of LDISD as defined in this document. Due to the increased utilization of the broadband services by students, staff, and administration, this RFP is a request for Fully Managed Leased Lit Fiber Service (10 Gbps) and/or Leased Dark Fiber Service (2 strands minimum) between multiple LDISD facilities. Each potential contractor is required to create an account and enter their proposal through Ion Wave, <https://ionwave.net>. No proposals will be accepted after that time and date, No FAX or Email proposals will be accepted. Proposal forms and specs can be obtained from Saylea Mayfield – Business Manager 940-497-4039, smayfield@ldisd.net, from the District's IonWave Purchasing website at <https://www.ldisd.net/departments/business-office/purchasing>, or from LDISD Central Services Building located at 104 Swisher Road, Lake Dallas, Texas.

Inclement Weather: In case of inclement weather or any other unforeseen event causing Lake Dallas ISD to close business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day Lake Dallas ISD is open, unless Contractor is otherwise notified. The bid/proposal opening time of day shall remain the same.

Addenda: Any interpretations, corrections, supplemental instructions or changes to the bid/proposal documents will be issued by an Addenda. Oral and other interpretations or clarifications will be without legal effect.

Lake Dallas ISD reserves the right to accept or reject any and/or all bids/proposals for any or all products and/or services covered in this bid/proposal request and to waive informalities or defects in bids/proposals or to accept such bids/proposals as it shall deem to be in the best interest of Lake Dallas ISD.

Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered. It is not the policy of Lake Dallas Independent School District to purchase services on the basis of low price alone; quality and suitability to purpose are taken into consideration. When providing cost data, please quote lowest possible net price after all trade discounts have been deducted. Term discount, if any, must be identified and will be considered.

Lake Dallas Independent School District reserves the right to reject any or all proposals, to waive any technicalities, and to accept the proposal(s) determined to be the most favorable to the District.

2 Attachments, Attributes & Questions

Attachments: Please make sure you read the Standard Terms and Conditions that are listed under the "ATTACHMENT" tab. This tab may also contain additional documents that may need to be completed and uploaded as a required "RESPONSE ATTACHMENT".

Attributes: This bid/proposal contains "ATTRIBUTES" that may contain notes, but most will require a response. Any question that "requires" a response and does not pertain to your company, please enter N/A (not applicable). Please select each page on the right hand side of the bar below (at the bottom of this list of attributes) in order to view the next page of attributes.

Response Attachments: Make sure to upload all "required" documents and forms to the "RESPONSE ATTACHMENTS" tab.

Questions: Any questions pertaining to the bid/proposal procedures should be posted in the "QUESTIONS" Tab

3 Specific Terms & Conditions

1. This contract will be awarded to one vendor or multiple vendors as determined to provide the best value to LDISD. Lake Dallas ISD reserves the right to negotiate with any or all respondents and accept or reject any or all proposals, waive any formalities and/or irregularities and to award in the best interest of Lake Dallas ISD.
2. Length of Contract: All agreements executed as a result of the responses to this RFP shall be for a ten (10) year agreement with ten (10) successive one (1) year voluntary extensions based on the long-range needs of the District and mutual consent of both parties. The term of this contract shall not exceed twenty (20) years total including one year extensions. Vendors that do not provide term agreements as specified will be disqualified and any respective proposal will not be evaluated.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
4. Final evaluation of this bid will be based on the Texas Educational Code 44.031 (b). Evaluation of pricing will be based on Unit Price value to be submitted on the "PRICING SHEET".
5. Timetable: all times listed are local Central Time (CT)
Release RFP March 3, 2026
Deadline for Questions March 18, 2026 - 2:00 PM CT
Response to Questions March 20, 2026
Deadline for Submittal of Proposal April 1, 2026 - 2:00 PM CT
Contract/Service Start Date July 1, 2026
6. Communications: All questions received and the corresponding answers will be available to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is noted in the Timetable. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, any questions regarding this RFP should be submitted in writing only, via e-mail to Gerry Hamilton, Director of Technology at gghamilton@ldisd.net and Lauren Bryan at laurenbryan@vstservices.com. Responses to questions will be posted in the form of an addendum to this RFP on the USAC website and the Districts IonWave Purchasing website at <https://www.ldisd.net/departments/business-office/purchasing>. **Vendors are responsible for checking the websites for any posted addenda.**
7. Deadline for Submittal: Responses to this RFP must be in IonWave by the date and time listed in the Timetable. Proposals received after this time and date will not be considered. The District will not accept fax proposals. Proposal may be withdrawn at any time prior to the due date and time shown above. Proposals may not be altered, amended or withdrawn after the due date and time.
8. Proposal Submittal: Proposals must be submitted on the forms provided. Generic proposals will not be accepted. Proposals must be submitted on the Districts IonWave Purchasing website at <https://www.ldisd.net/departments/business-office/purchasing>.
9. Acceptance: LDISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined "Best Value for the District."
10. Contract(s) shall be put into effect by means of an E-Rate contingency Agreement, vendor contract, and/or purchase order(s) executed by an authorized District representative.
11. Non-Appropriations: If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
12. Transfer of contract by vendor is prohibited.
13. Lake Dallas ISD reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.
14. INSURANCE: Copies of the successful contractor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurance Requirements:

a. General Liability

Commercial General Liability
Claims Made Occur.
Owner's & Contractor's Prot.

Limits:

General Aggregate \$1,000,00
Products - Comp/or Agg. \$1,000,00
Personal & Adv. Injury \$1,000,00
Each Occurrence \$1,000,00
Fire Damage (Any one fire) \$50,000
Med. Expense (Any one person) \$5,000

b. Automobile liability

Any Auto
All Owned Autos
Scheduled Autos
Hired Autos
Non-Owned Autos
Garage Liability

Combined Single Limit \$1,000,00
Bodily Injury 0
(per person)
Bodily Injury
(per accident)
Property Damage

c. Umbrella form - Excess liability

State the limits that your company carries. _____

d. Worker's Compensation

Employers' Liability
Disease - Each Employee

Statutory and Each Accident \$500,000
Disease - Policy Limit \$500,000
\$500,000

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any that any work sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Lake Dallas ISD.
2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
3. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
4. The selected bidder will be required to supply an insurance certificate naming Lake Dallas Independent School District as an additional insured.

Select "Yes" if you understand the terms and conditions of this proposal.

Yes

No

(Required: Check all that apply)

4 E-Rate Project Details

1. Service Provider must include on the pricing sheet all applicable costs necessary to fulfill the proposal, including but not limited to any taxes, surcharges, fees, installation cost, and any other costs inclusive of "Special Construction Charges." Service Providers must distinguish within any pricing documents if a price is a "Non-Recurring Charge" or a "Special Construction Charge" as the charges are treated differently by the E-Rate Program. Service Providers who are charging a "Special Construction Charge" must provide additional information within the response to the solicitation as noted on the Service Pricing Sheet(s).
2. Billing cycle will begin on the first day of the month and end on the last day of the month. Bill will be received no later than five (5) business days after the beginning of the month and will be due net 30. Service Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
3. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service

Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service Providers responding to this solicitation must be currently registered with the SLD and must provide the Service Provider Identification Number (SPIN)/FCC 498 ID as assigned by the SLD within the response to this solicitation. For more information, visit the Schools and Libraries Division Website at: <https://www.usac.org/e-rate/>.

4. A portion of the payment for this contract will come from the Schools and Libraries Program (SLD) administered by the Universal Service Administrative Company (USAC). The District is eligible for a certain percentage discount, to be verified by the SLD. The District has historically utilized the Billed Entity Applicant Reimbursement (BEAR) Form (FOF 472) for reimbursement from the School and Libraries Program (SLD). The contracted Service Provider shall acknowledge acceptance of this process. Contracted Service Provider further agrees to fully cooperate with the District in the event the District elects to convert to the Service Provider invoice method during the term of the contract. Contracted Service Provider agrees to provide any Service Provider federal E-Rate data gathering forms pre-populated with billed account numbers and circuit id for the District's review and certification. All invoices must be detailed by site.

5. Service Provider agrees to resolve within 60 calendar days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Service Provider shall provide the mailing address for formal billing disputes within the response. Service Provider shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, Service Provider agrees to issue a credit to the District. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event Service Provider does not provide the credit requested, the District shall subtract said credit from the next month's bill. Service Provider agrees and accepts that any late payment fees associated with this process shall be waived by Service Provider without demand.

6. All responses must include an attached exceptions page. The District requires that each Service Provider prepare separate exceptions page listing ALL exceptions to any specifications or terms and conditions within this solicitation. If your company is not listing any exceptions to the specifications or terms and conditions within this solicitation, the Service Provider is still required to submit an exceptions page and should notate it accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.

7. Service Provider must provide access to customer support on a 7 x 24 x 365 basis for the entire term of the contract.

8. The Service Provider shall provide one customer representative and technical service representative to serve as Project Manager(s) during normal business hours (8:00 AM to 5:00 PM) during the first five days of Service operation to provide such assistance to the District representative as may be required. The customer representative and technical service representative will be on call and immediately available for the remainder of the first month of operation. The cost shall be included within the pricing sheet.

9. All Fiber Services shall terminate at the existing Point of Demarcation for each site or as otherwise directed by the District.

10. All Fiber Services shall be engineered, placed and maintained by the successful Service Provider. Routing and placement of the Fiber Service within the public right-of-way, public easements or private easements shall be determined solely by the successful Service Provider unless otherwise specified herein. The District reserves the right to select the placement and routing of the Fiber Service on District property.

11. For Dark Fiber Services: the successful Service Provider shall provide test results prior to acceptance of the project by the District and service activation. All test results, including but not limited to Optical Time Domain Reflectometer (OTDR) reports, shall contain at a minimum for each fiber within each segment: The Cable ID, the Origination and Termination locations, the Fiber ID, the Wavelength, the segment Length in kilometers and the Bi-Directional Loss. All test results shall be submitted in Portable Document Format (PDF) and any anomalies in the test results shall be noted separately. Acceptance of the test results shall be made by the District.

12. For Fully Managed Leased Lit Fiber Service: the successful Service Provider shall provide all materials, routing equipment, optics, software, configurations, labor, appliances and any other item(s) necessary to provide a complete

and functional service as described herein and as determined by the District.

13. Upon completion of the work and before acceptance and final payment will be made, the Service Provider shall clean and remove from the site, all surplus and discarded materials, temporary structures and debris of every kind. The site shall be left in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site shall be disposed of in accordance with applicable laws and regulations.

5 Evaluation Criteria

Final evaluation of this bid will be based on the Texas Educational Code 44.031 (b). Evaluation of pricing will be based on Unit Price value to be submitted on the "PRICING SHEET".

Evaluation Criteria	Point Value
Purchase Price	30
Reputation of the vendor and vendor's goods or services	12
Quality of the Vendor's goods or services	10
Extent to which the goods or services meet the District's needs	10
Vendor's past relationship with the district	10
Impact of District's compliance with laws and rules relating to historically underutilized businesses	1
Total Long-term cost to the district	12
Other relevant factors specifically listed in this RFP including, but not limited to:	
Service Level Agreement - 5 points	15
Proposed Implementation Plan - 5 points	
Local Service and Support Team - 5 points	
Total Points	100

6 Lake Dallas ISD Fiber RFP FY2026 SLA & Questionnaire

Please complete this document and attach it under the attachments tab.

Select "yes" that you understand this file must be attached.

Yes

(Required: Check if applicable)

7 Lake Dallas ISD Fiber RFP FY2026 Pricing Tables

Please complete this document and attach it under the attachments tab.

Select "yes" that you understand this file must be attached.

Yes

(Required: Check if applicable)

8 Lake Dallas ISD Fiber RFP FY2026 SCONF

Please complete this document and attach it under the attachments tab.

Select "yes" that you understand this file must be attached.

Yes

(Required: Check if applicable)

9 Reference #1 - Company Name, Address & Contact Information

Company Name/Contact Name
Address
Phone Number
Email Address

(Required: Maximum 4000 characters allowed)

10 Reference #2 - Company Name, Address & Contact Information

Company Name/Contact Name
Address
Phone Number
Email Address

(Required: Maximum 4000 characters allowed)

11 Reference #3 - Company Name, Address & Contact Information

Company Name/Contact Name
Address
Phone Number
Email Address

(Required: Maximum 4000 characters allowed)

1 **Letter of Introduction**

2 Please attach a letter of introduction under the response attachments tab.

Include a one-page document that describes your firm, your firm's ability to perform this project as specified, and relate how your firm has performed similar services for other school districts or governmental agencies. This description should include the value and scope of the services provided. On a second page provide a list of at least three current available references as outlined above in the "Selection Criteria" section. Include name of entity, contact name, phone number, the scope of services provided, and the length of the contract.

Please attach under the attachments section.

(Optional: Maximum 4000 characters allowed)

1 **List of Equipment**

3 Please attach a file that contains the information listed below under the response attachments section (if applicable).

Provide a complete list of equipment, currently owned by your company, which will be dedicated to the performance of this project. Include an inventory of the equipment that you estimate you will have to purchase to meet the needs of this project.

(Optional: Maximum 4000 characters allowed)

1 **Personnel**

4 Please provide a file and attach it to the response attachment tab that answers the following:

Provide an organization chart of your staff that includes administrative, supervisory, and work teams.

(Optional: Maximum 4000 characters allowed)

1 **Services Question**

5 Do you offer these services and supplies to other school districts in Texas?

Yes

No

(Required: Check all that apply)

1
6 **Price Question**

Is your price structure consistent with these districts?

Yes

No

(Required: Check all that apply)

1
7 **ESC Region Question**

Is your organization affiliated with the ESC Region 11 Cooperative Membership?

Yes

No

(Required: Check all that apply)

1
8 **Payment Terms/Taxes/Invoices**

Payment Terms:

Lake Dallas ISD payment terms are NET 30 days

Taxes:

Lake Dallas ISD is exempt from all applicable federal and state taxes. Tax exempt information will be furnished upon request by contacting the Business Office at 940-497-4039

Invoices:

The following rules apply to render an invoice for payment:

- Each invoice will reference the correct Lake Dallas ISD purchase order number and be itemized
- Invoices will be accepted only for services/products that have been delivered and received
- Suppliers should keep Lake Dallas ISD Business Office advised of any changes in remittance address.

Invoices should be mailed to: Lake Dallas ISD - Accounts Payable - PO Box 548 Lake Dallas, TX 75065

(Optional: Maximum 4000 characters allowed)

1
9 **Purchase Order Reference Number**

If there is a reference number that Lake Dallas ISD must include on the purchase order to receive bid/proposal price please state that number below. If not, please enter, N/A (Not Applicable)

(Required: Maximum 1000 characters allowed)

2
0 **Purchase Order Address**

Address, City, State, Zip

(Required: Maximum 1000 characters allowed)

2
1 **Email Address For Purchase Orders**
Please list the email address that purchase orders can be sent to.

(Required: Email address)

2
2 **Fax Number for Purchase Orders**
 (____) _____ - _____ ext:
(Optional)

2
3 **Vendor Website**
Please list your website address if applicable

(Required: Enter URL)

2
4 **Customer Service Phone**
 (____) _____ - _____ ext:
(Required)

2
5 **Customer Service Email Address**

(Required: Email address)

2
6 **Local Representative Contact Name**

(Required: Maximum 1000 characters allowed)

2
7 **Local Representative Phone Number**
 (____) _____ - _____ ext:
(Required)

2
8 **Payment/Remittance Address**
Address, City, State, Zip Code

(Required: Maximum 1000 characters allowed)

2
9 **Accounting/Billing Phone Number**
 (____) _____ - _____ ext:
(Required)

3
0

Standard Delivery Time

Please state your standard delivery time after receipt of the purchase order.

(Required: Maximum 4000 characters allowed)

3
1

Shipping & Handling

Will there be charges for shipping & handling or freight on each order? If so, please state the charges. If not, please enter "N/A" (Not Applicable)

(Required: Maximum 4000 characters allowed)

3
2

Returns & Exchanges

Please state time period for exchanges and/or return orders. If there are non, please enter "N/A" (Not Applicable)

(Required: Maximum 4000 characters allowed)

3
3

Re-Stock Fee

Does your company charge a re-stock fee? If yes, please indicate the percentage (%) fee. If not, enter "N/A" (Not Applicable)

(Required: Maximum 4000 characters allowed)

3
4 **Minimum Order Requirements**

If you have a minimum order requirement, please state the specifics. If none, please enter "N/A" (Not Applicable).

(Required: Maximum 4000 characters allowed)

3
5 **Vendor Employment Certification - Place of Business**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. Is your parent company or major owner a Texas based business?

Yes

No

(Required: Check all that apply)

3
6 **Vendor Employment Certification - Number of Employees**

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Yes

No

(Required: Check all that apply)

Prohibited Employee Assistance

(a) In general:

A State, State educational agency, or local educational agency in the case of a local educational agency that receive Federal funds under this chapter shall have laws, regulations, or policies that prohibit any individual who is a school employee, contractor, or agent, or any State educational agency or local educational agency, from assisting a school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or agency knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

(b) Exception:

The requirements of subsection (a) shall not apply if the information giving rise to probable cause- (1)(A) has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and (B) has been properly reported to any other authorities as required by Federal, State, or local law, including title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and the regulations implementing such title under part 106 of title 34, Code of Federal Regulations, or any succeeding regulations; and (2)(A) the matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law; (B) the school employee, contractor or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or (C) the case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the information was reported to a law enforcement agency.

(c) Prohibition:

The Secretary shall not have the authority to mandate, direct, or control the specific measures adopted by a State, State educational agency, or local educational agency under this section.

(d) Construction:

Nothing in this section shall be construed to prevent a State from adopting, or to override a State law, regulation, or policy that provides, greater or additional protections to prohibit any individual who is a school employee, contractor, agent, or any State educational agency or local educational agency, from assisting a school employee who engaged in sexual misconduct regarding a minor or student in violation of the law in obtaining a new job.

Proposer Certification for "Employment Assistance"

Does vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

MWBE/HUB Certification

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB" and all referred to in this form as "MWBE") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

Has your company been certified as MWBE?

Certified

Not Certified

(Required: Check all that apply)

39 Non-Collusive Bidding Certificate

By submission of this proposal, the undersigned certifies that neither the proposer nor any of proposer's officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance procuring or attempting to procure a contract or fix the process in the attached proposal or the proposal of any other proposer, and further states that no money or other reward will be hereinafter paid. The person signing this bid/proposal certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

40 Felony Conviction Disclosure

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "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 has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Section 44.034 further states in Subsection (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."

Is your company owned by a convicted felon?

Yes

No

(Required: Check all that apply)

41 Felony Conviction Details

If your company is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (Not Applicable)

(Required: Maximum 4000 characters allowed)

42 Publicly Held Corporation?

Is your company a publicly held corporation?

Yes

No

(Required: Check all that apply)

**4
3** **Criminal History Record Information (SB9)**

It shall be the responsibility of the awarded vendor(s), and at the awarded vendor(s) expense, to comply with Criminal History Record Information as required by Senate Bill 9 passed in the 80th legislative session. Prior to any work performed, the awarded vendor(s) shall certify to Lake Dallas ISD that criminal history checks have been completed for each employee and/or sub-contractor that would have direct contact with students.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**4
4** **Other Restrictions**

Contractors or sub-contractors may not work on district property where students are present when they have charges pending, have been convicted, received probation or deferred adjudication for any offense against a child, any sex offense, any crimes against persons involving weapons or violence; any felony offense involving controlled substances; any felony offense against property; any other offense the district believes might compromise the safety of students, staff or property. Other restrictions include possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property; smoking is not allowed on school district property; materials sold to or installed at any Lake Dallas ISD facility/location are not to contain any asbestos material. Any vendor who sells or installs asbestos-containing material in/on any Lake Dallas ISD facility will be required to bear the burden of any or all expenses in removal and replacement of the material. I certify that neither I nor any of my employees are currently in violation or in the future will violate the restrictions stated above.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**4
5** **Debarment Certification**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" as described in the Federal Register and Rules and Regulations.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**4
6** **House Bill 89 Verification - Israel Boycott**

Vendor certifies that the company under the provisions of subtitle F, Title 10, Government Code Chapter 2270: (1) Does not boycott Israel currently (2) Will not boycott Israel during the term of the contract with the Lake Dallas Independent School District Pursuant to Section 2270.001, Texas Government Code

(1) "Boycott Israel" Means Refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations, specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exists to make a profit.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**4
7** **Senate Bill 252 - Chapter 2252 Certification - Terrorist Organizations**

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and section 2252.153, vendor certifies that they do not support foreign terrorist organizations and that the company is not listed on the website of the Comptroller of the State of Texas concerning the list of companies that are identified under section 806.051, section 807.051 or section 2253.153. I further certify that should the company enter into a contract that is on said listing of companies or the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any foreign terrorist organization, I will immediately notify the Lake Dallas Independent School District Business Office.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**4
8** **Prohibited Transactions - Abortion Providers**

Pursuant to Texas Government Code 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

4
9 **Contracting Information SB 943**

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and any related contract(s). The contractor or vendor agrees that the contract may be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This bid response does not contain trade secrets and/or proprietary information

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

5
0 **Contracting Information SB 943 - Disagree**

If you disagree and answered "NO" because your bid response includes trade secrets and/or proprietary information, please list:

- 1) the specific line items (from the "Line Items" tab of this document) which contain this information and/or
- 2) the page numbers from your proposal which contain this information.

(Required: Maximum 4000 characters allowed)

5
1 **Workers' Compensation Agreement**

REQUIRED WORKERS' COMPENSATION COVERAGES 28 TAC 110.110(c)(7), adopted to implement Texas Labor Code 406.096

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental agency.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and file of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Worker Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project.
3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project
4. obtain from each other person with whom it contracts, and provide to the contractor: a. a certificate of coverage, prior to the other person beginning work on the project; and b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, 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 self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

More information on Workers' Compensation requirements and regulations can be found online at:
<https://statutes.capitol.texas.gov/Docs/LA/htm/LA.406.htm>

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

5
2

Chapter 809 Verification - Does Not Boycott Certain Energy Companies

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section Subtitle F, Title 10, as amended by adding Chapter 2274. (TX SB13 / 2021-2022 / 87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability company, or affiliate of those entities or business associations that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

Pursuant to Texas Government Code Section 1.8.809 and Section 2.F.10.2274:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company;

(A) Invests in or assist in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy; or

(B) does business with a company described by Paragraph (A).

2. "Listed Company" means a company listed by the comptroller under Section 809.051.

3. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the authorized representative of the company verifies, represents and warrants to the Lake Dallas ISD that the Company;

1. Does not boycott energy companies; and

2. Will not boycott energy companies during the term of the contract (if any) between the above-name Company, business or individual with the Lake Dallas ISD

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

5
3

Chapter 2274 (Verification) Does Not Discriminate Against Firearm and Ammunition Industries

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, associati corporation, partnership, joint venture, limited partnership, limited liability company, including a whollyowned subsidia majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excludir sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during term of this Agreement.

Pursuant to Texas Government Code 2274.001:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - (A) refuse to engage in the trade of any goods or services;
 - (B) refrain from continuing an existing business relationship;
 - (C) terminate an existing business relationship; or
 - (D) otherwise express a prejudice against the entity or association.
2. Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; a
3. Will not discriminate during the term of the contract against a firearm entity or firearm trade association based sole on its status as a firearm entity or firearm trade association.
4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority owned subsidiary parent company, or affiliate of those entities or associations that exists to make a profit.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the authorized representative of the company verifies, represents and warrants to the Lake Dallas ISD that the Company;

1. Does not Discriminate Against the Firearm and Ammunition Industries, and;
2. Will not Discriminate Against Firearm and Ammunition Industries during the term of the contract (if any) between th above-name Company, business or individual with the Lake Dallas ISD

Does the vendor agree? This is your electronic signature

- Yes
- No

(Required: Check all that apply)

5
4

Lone Star Infrastructure Protection Act

Pursuant to Texas Government Code Chapter 2274, with regard to contracts relating to critical infrastructure (includi cybersecurity), Company certifies it is not owned or controlled by citizens of China, Iran, North Korea, Russia, or a other country designated by the Governor as a threat to critical infrastructure, or by companies or governmental ent owned or controlled by citizens of or headquartered in China, Iran, North Korea, Russia, or any other coun designated by the Governor as a threat to critical infrastructure.

- Yes
- No

(Required: Check all that apply)

5
5

Civil Rights/Discrimination

It is the policy of the Lake Dallas ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), color, disability national origin, race, gender. Vendor further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

5
6

Intangible Property

All contracts paid from State or Federal grants must retain 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 agency reserve royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purpose when authorized to do so.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

5
7

Compliance With Anti-Trust Laws

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

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

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

5
8

Health and Safety Certificates, Licensing and Regulation

Vendor certifies compliance with all applicable local, state and federal health & safety certifications, licensing, or regulations, which include, but are not limited to, facility use, food establishment, and authorized providers. If applicable, this information must be provided with the proposal response or upon request.

Proposer Certification for "Compliance with Health and Safety Certificates, Licensing and Regulation:"

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

59 Compliance With Texas Family Code Provision (1)

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

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

Please Print Name, And Indicate % Ownership below:

(Required: Maximum 1000 characters allowed)

60 Compliance With Texas Family Code Provision (2)

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

Please Print Name and Include Signature.

(Required: Maximum 1000 characters allowed)

61 Edgar Compliance (1-18)

The following provisions are required and apply when federal funds are expended by Lake Dallas ISD for any contract resulting from this procurement process. The Lake Dallas ISD is the subgrantee or subrecipient by definition. 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, is applicable. Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable.

Vendors who answer "YES" to all of the EDGAR Attributes listed within this proposal will be considered EDGAR Compliant for the purpose of federal fund expenditures.

Does the vendor agree? This is your electronic signature

- Yes
- No

(Required: Check all that apply)

6 2 1) Vendor Violation or Breach of Contract Terms: Simple Acquisition Threshold

2 CFR PART 200 (A)

Contracts for more than the simplified acquisition threshold currently set at \$150,000 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 such sanctions and penalties as appropriate. Pursuant to Federal Rules (A) above, when federal funds are expended by Lake Dallas ISD, Lake Dallas ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

6 3 2) Termination for Cause or Convenience

Termination or cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000). Pursuant to Federal Rules (B) above, when federal funds are expended by Lake Dallas ISD, Lake Dallas ISD reserves all rights and 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 Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Lake Dallas ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Lake Dallas ISD believes, in its sole discretion that it is in the best interest of Lake Dallas ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Lake Dallas ISD as of the termination date if the contract is terminated for convenience of Lake Dallas ISD. Any award under this procurement process is not exclusive and Lake Dallas ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Lake Dallas ISD.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

6 4 3) Equal Employment Opportunity

2 CFR PART 200 (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 12319m 12395m 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 Lake Dallas ISD expends federal funds on any federally assisted construction contract, the equal employment opportunity clause is incorporated by reference herein.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

6
5

4) Davis-Bacon Act

2 CFR PART 200 (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 Department of Labor regulation (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 Lake Dallas ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

6
6

5) Contract For Work Hours and Safety Standards Act

2 CFR PART 200 (E)

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

Pursuant to Federal Rule (E) above, when federal funds are expended by Lake Dallas ISD, the 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 Lake Dallas ISD resulting from this process.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

**6
7** **6) Right to Inventions Made Under a Contract Agreement**

Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Lake Dallas ISD, the vendor certifies that during the term of an award for all contracts by Lake Dallas ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

**6
8** **7) Clean Air Act and Federal Water Pollution Control Act**

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 sub grants of amounts in excess of \$150,000 must contain a provision that requires the recipient of the 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). Pursuant to Federal Rule (G) above, when federal funds are expended by Lake Dallas ISD, the vendor certifies that during the term of an award for all contracts by Lake Dallas ISD resulting from this procurement process the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

**6
9** **8) Debarment & Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by Lake Dallas ISD, the vendor certifies that during the term of an award for all contracts by Lake Dallas ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

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9) Byrd Anti-Lobbying Agreement

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 certified 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (l) above, when federal funds are expended by Lake Dallas ISD, the vendor certifies that during the term and after the awarded term an award for all contracts by Lake Dallas ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal 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 be included in the award documents for all covered sub-awards exceeding \$10

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

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10) Procurement of Recovered Materials

2 CFR PART 200 (J) 200.323

For purchases utilizing federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as may require to confirm estimates and otherwise comply. The requirements of Section 6002 include 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; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

7 **11) Employment Verification**

2 FAR 22.18

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties to and including termination of the contract.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

7 **12) Record Retention**

3 When federal funds are expended by Lake 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 § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and other pending matters are closed.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

7 **13) Access to Records**

4 2 CFR PART 200 200.336

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 interview and discussion relating to such documents.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

7 **14) Certification of Compliance With EPA Regulations**

5 CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$50,000 OF FEDERAL FUNDS

When federal funds are expended by Lake Dallas ISD, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, 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.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

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15) Certification of Compliance With Energy Policy and Conservation Act

When federal funds are expended by Lake Dallas ISD for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with 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; Pub. L. 94-163, 89 Stat. 871).

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

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16) Certification of Compliance With Buy America Provisions

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.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

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17) Ban On Foreign Telecommunications

2 CFR 200.216

Federal grant funds may not be used to purchase 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.

"Covered telecommunications" means; Purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

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).

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

7 **18) Domestic Preferences For Procurement**

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2 CFR 200.322

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete glass, including optical fiber; and lumber.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

8 **18) Domestic Preferences For Procurement**

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2 CFR 200.322

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

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"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete glass, including optical fiber; and lumber.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

8 **Evaluation of Proposals**

1

The Technology Department and Business Officials of Lake Dallas ISD will review and evaluate proposals and make a recommendation to the Lake Dallas ISD School Board.

Lake Dallas ISD will base a recommendation for contract/agreement award on the published evaluation criteria. Award will be made to the best responsive, responsible offer, price and other criteria factors considered. To be considered for an award, a Proposal Response must be considered "Acceptable". The considerations to award the contract are specified under Evaluation Criteria.

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Bidder/Proposer Agreement

The bidding/proposing company ("you" or "your") hereby acknowledges and agrees as follows:

All offers shall be signed by a responsible officer of the company. Failure to sign the Offer may be basis for rejecting the offer. By signing, the officer certifies the following statements.

1. Acknowledges that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.
2. The signature above is made by an authorized agent or vendor, and it affirms that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposal and that the contents of this proposal as to prices, terms, and conditions of said bid have not been communicated by the signed person nor a employee or agent to any other person engaged in this type of business prior to official opening of the proposal.
3. Signature above affirms receipt and understanding of all Notices and Instructions, Specifications, Proposal Form, Scope, Contract Clauses, Representations and Certifications, Felony Conviction Requirements, and Worker's Compensation Requirements pertaining to this proposal and attached as reference, if applicable. Vendor agrees to abide by all conditions and any negotiations that are a part of any RFP. Negotiated conditions will be in writing, attached to the official proposal documents.
4. Represents that to the best of its knowledge the offeror is not indebted to Lake Dallas ISD. Indebtedness to the District shall be basis for non-award and/or cancellation of any award or acceptance.
5. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§_.36).

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

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Response Attachments

The following documents will need to be submitted as **RESPONSE ATTACHMENTS** to complete the bid/proposal submission.

- Tax Payer Identification Number & Certification (Form W-9)
- Certificate of Interested Parties (Form 1295)
- Conflict of Interest Questionnaire (Form CIQ)
- Disclosure of Lobbying Activities (Form SF-LLL)
- MWBE Certificate
- Certificate of Liability Insurance
- Non-Collusion Affidavit - **to be printed, signed, and notarized**
- Signature and Declaration of Compliance - **to be printed, signed, and notarized**
- Exceptions/Deviations
- Lake Dallas ISD Fiber RFP FY 2026 SLA & Questionnaire
- Lake Dallas ISD Fiber RFP FY 2026 Pricing Tables
- Lake Dallas ISD Fiber RFP FY 2026 SCONF
- Additional Documentation

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<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

W9 Form

A W9 Form has been provided under the "Attachments" tab. Please complete all sections properly, sign and date. The completed document can then be uploaded under the "Response attachments" tab.

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<https://prd.tecprd.ethicsefile.com/File/>

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016.

The law states that the governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity before the contract may be signed or has a value of at least \$1 million.

A contract that does not require "an action or vote" by the governing body and thus is exempt from disclosure if:

- a) The governing body has legal authority to delegate to its staff the authority to execute a contract
- b) The governing body has delegated to its staff the authority to execute the contract
- c) The governing body does not participate in the selection of the business entity with which the contract is entered into.

With regards to Lake Dallas ISD purchases, a vendor that is awarded a contract or purchase is required to electronically create a Form 1295 through the Texas Ethics Commission website and submit a signed copy

Please upload the form under the "Response Attachments" tab.

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<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Conflict of Interest Questionnaire (FORM CIQ)

As of January 1, 2006, new conflict-of-interest disclosure requirements passed by the 79th Texas Legislature became effective. Therefore, vendors are required to fill out a Conflict of Interest Questionnaire-FORM CIQ.

House Bill 914 adds significant new disclosure requirements that affect school district trustees, superintendents and vendors to Texas school districts. Vendors are required to report business relationships at the time they begin contract negotiations or are solicited for bids or proposals. A vendor must disclose any business relationship with a district officer (see list below) that might cause a conflict of interest. Vendors have seven business days to file the Ethics Commission's Conflict of Interest Questionnaire (Form CIQ) or face the possibility of a Class C Misdemeanor.

Vendors can file a Form CIQ annually by September 1 of each year and need only update it by the seventh business day following an event that would make the original form inaccurate. The forms received by the district become public records immediately and the law requires school districts that maintain web sites to place these records on the district web site.

Officers (Board Members and Superintendent) of the Lake Dallas ISD are as follows:

- Lance Stacy, President
- Ginger Collier, Vice President
- Mark Tucker, Secretary
- Aaron Appleby, Member
- Scott Baird, Member
- Greg Bartley, Member
- Bruce Smith, Member
- Dr. Kristin N. Brown, Superintendent

If there is no conflict of interest, please write "N/A" across the page and sign the bottom portion before uploading on the "Response Attachments" tab.

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<https://eca.state.gov/files/bureau/sflll.pdf>

Disclosure of Lobbying Activities Form SF-LLL:

You must complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352 and attach it to your submission. If there is nothing to disclose, please write "N/A" across the page and sign the bottom portion before uploading.

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MWBE Certificate

If your company is certified as a MWBE, please attach a copy the Certificate in the "Response Attachments" tab.

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9

Exceptions/Deviations

Please attach any exceptions /deviations to this proposal in the "Response Attachments" tab.

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Additional Documentation

Any additional documentation pertaining to the proposal response can be uploaded in the "Response Attachments" t

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

