



26-02-20

Lake Dallas ISD Unified Communications Services/ Telephone System

Issue Date: 3/16/2026

Questions Deadline: 3/27/2026 12:00 PM (CT)

Response Deadline: 3/27/2026 04:00 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: 26-02-20
Title: Lake Dallas ISD Unified Communications Services/ Telephone System
Type: Request for Proposal
Issue Date: 3/16/2026
Question Deadline: 3/27/2026 12:00 PM (CT)
Response Deadline: 3/27/2026 04:00 PM (CT)
Notes: The Lake Dallas ISD will accept sealed proposals through IonWave until 4:00 PM on Friday, 3/27/2026 for Unified Communication Services / Telephone System with either a Full Cloud-Hosted or Self-Hosted (On-Premises) system including Voice over Internet protocols or Self-Hosted (On-Premises) Phone system.

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

General Terms and Conditions 2026.pdf

General Terms and Conditions

2024 w-9.pdf

W-9 Form Request for Taxpayer Identification Number and Certification

CIQ 2024.pdf

Conflict of Interest Form

SF-LLL FORM (1).pdf

SF-LLL Form

ACORD_Certificate_of_Insurance.pdf

Certificate of Liability Insurance

CIQ LDISD Notification Updated 4.2.25.pdf

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

Non-Collusion Affidavit.pdf

Non-Collusion Affidavit

SIGNATURE AND DECLARATION OF COMPLIANCE.pdf

Signature and Declaration of Compliance

Cost Price Analysis Form LD template.docx.pdf

Cost Price Analysis Form

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 you have a 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 is 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 you have 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. 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.

Cost/Price Analysis

(Attachment required)

Please upload a pdf file that contains all the information requested in the bid.

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 to other similar services for other school districts or governmental agencies. This description should include the value of services provided. On a second page provide a list of at least three currently available references as outlined above in section. Include name of entity, contact name, phone number, the scope of services provided, and the length of the contract.

List of Equipment

(Attachment required)

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.

Personnel

(Attachment required)

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

Bid Attributes

1 Bid Instructions

The Lake Dallas ISD will accept sealed proposals until 4:00 PM on Friday, March 27th , 2026, for Unified Communication Telephone System. Each potential contractor is required to create an account and enter their proposal through Ion V <https://ionwave.net>. No proposals will be accepted after that time and date, No FAX or Email proposals will be accepted public opening of proposals. Proposal forms and specs can be obtained from Saylea Mayfield – Business Manager 940-49 smayfield@ldisd.net, 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 of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day 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 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 bid/proposal request and to waive informalities or defects in bids/proposals or to accept such bids/proposals as it shall be in the best interest of Lake Dallas ISD.

2 Attachments, Attributes & Questions

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

Attributes: This bid/proposal contains "ATTRIBUTES" that may contain notes, but most will require a response. Any response and does not pertain to your company, please enter N/A (not applicable). Please select each page on 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 General Requirements of Services Requested

The proposed communications system much include, at a minimum:

- Voice calling (internal and external)
- Voicemail with voicemail-to-email
- Auto-attendant / IVR
- Call forwarding, hunt groups, and ring groups
- Paging and emergency notification capability
- E-911 support with accurate location reporting (room#)
- Administrative web-based management interface
- End-user desk phones and/or softphone applications (830 lines)
- 100 handset phones
- 6 Multiline handset phones (Main Receptionist Phones)
- 20 ATA devices
- Mobile and remote user support
- Integration with District directory services (e.g., Google/Azure)

Does your company meet the minimum requirements?

Yes

No

(Required: Check all that apply)

4 The District's Current Inventory of Handset Models

Phone Model	Quantity Owned & actively us
Firmware: sip78xx.14-2-1-0201-40 # CISCO MODEL 7841	46 Units
Firmware: sip78xx.14-2-1-0201-40 # CISCO MODEL 7965	11 Units
Firmware: SIP45.9-4-2SR4-3S # CISCO MODEL 8841	106 Units
Firmware: sip88xx.14-2-1-0201-40 # CISCO MODEL 8945	71 Units
Firmware: SIP894x.9-4-2SR3-1 # CISCO MODEL 9841	154 Units
PHONEOS.3-1-1-0004-36 # CISCO ATA 187 (FAX digital / analog converter)	3 Units

5 Full Cloud-Hosted Phone System Proposal Requirements

A cloud-hosted solution in which the core telephony infrastructure is managed and maintained by the vendor and del Internet/WAN connectivity. Proposals must include:

- Description of hosting environment and geographic redundancy
- Uptime guarantees and Service Level Agreements (SLAs)
- Internet and bandwidth requirements
- Redundancy and high-availability design
- Failover capabilities during WAN or ISP outages
- Upgrade and feature update processes
- Licensing and subscription mode

Please answer all questions listed above.

(Required: Maximum 4000 characters allowed)

6 Telephony Infrastructure Proposal

An on-premises solution in which the telephony infrastructure is installed and operated within District-controlled facili include:

- Hardware and software requirements
- Redundancy and high-availability design
- Disaster recovery architecture
- Maintenance and support responsibilities
- Upgrade and lifecycle management
- Staffing and training requirements for District IT personnel

Please answer all questions above.

(Required: Maximum 4000 characters allowed)

7 Network and Infrastructure Specifications

Vendors must specify:

- Recommended bandwidth per site and per user
- Quality of Service (QoS) requirements
- Firewall and security configurations
- Compatibility with existing network infrastructure
- WAN failover and survivability options

Please answer all questions above.

(Required: Maximum 4000 characters allowed)

8 Security and Compliance Proposal

Proposals must address the following:

- Encryption of voice and signaling traffic
- Access control and authentication mechanisms
- Compliance with FERPA and applicable privacy standards
- Security certifications (e.g., SOC 2, ISO 27001, FedRAMP if applicable)
- Incident response and breach notification procedures
- Call logging, monitoring, and audit capabilities

Please answer all bullet points above.

(Required: Maximum 4000 characters allowed)

9 Implementation & Migration Proposal

Vendors must provide:

- A detailed implementation plan
- Phased or campus-by-campus deployment options
- Number porting and cutover strategy
- End-user and administrator training
- Project management approach and timeline
- Testing and acceptance procedures

Please answer all bullet points above.

(Required: Maximum 4000 characters allowed)

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Support & Maintenance Proposal

Proposals must include:

- Support hours and escalation procedures
- Response and resolution time commitments
- Preventative maintenance (if applicable)
- Software updates and patching responsibilities
- Local and/or regional support availability

Please answer all bullet points.

(Required: Maximum 4000 characters allowed)

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Pricing & Cost Structure

Vendors must provide a complete cost breakdown and post the file under the response attachments tab Price and C

One Time Cost

Items, Supplies, or Services	Costs
Hardware	
Licensing	
Installation & Configuration	
Training	
Professional Services	
Deployment Services	
Other Miscellaneous Costs	

Recurring costs

Items, Supplies, or Services	Costs
Subscription Fees (if applicable)	
Support & Maintenance	
Licensing Renewals	
Optional Features or add-ons	

Vendors must provide a complete cost breakdown, including:

Total cost Of Ownership

Items, Supplies, or Services	Costs
Five (5) Year cost Projection	
Identification of any optional or variable costs	

1
2 **Vendor Qualifications**

Vendors must include:

- Company background and years in operation
- Experience with K-12 or public sector clients
- At least three (3) references from similar districts
- Description of support organization and staffing
- Financial stability statement

(Required: Maximum 4000 characters allowed)

1
3 **Evaluation Criteria**

In determining the successful vendor, the District will consider, but not be limited to, the following selection criteria:

- Overall quality of services being offered.
- Costs.
- Reputation of the vendor.
- Ability of the vendor to provide the service requested.
- Information received on reference checks.
- Quality and satisfaction of any previous services performed.
- Past relationship with the district.
- Number and scope of any conditions included in the vendor's proposal.
- Accessibility of the vendor's staff to the district's staff.
- Ability to execute the contract in a timely manner.
- Any other relevant information submitted.

The district will review the proposals submitted and select a proposer based on the following criteria:

- 50% Purchase Price
- 20 % Qualifications
- 15% Reputation and References
- 15% Extent to which the goods or services meet District needs

Maximum 100%

1
4 **Reference #1 - Company Name, Address & Contact Information**

- Company Name/Contact Name
- Address
- Phone Number
- Email Address

(Required: Maximum 4000 characters allowed)

1 5	Reference #2 - Company Name, Address & Contact Information
	Company Name/Contact Name
	Address
	Phone Number
	Email Address
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<i>(Required: Maximum 4000 characters allowed)</i>	

1 6	Reference #3 - Company Name, Address & Contact Information
	Company Name/Contact Name
	Address
	Phone Number
	Email Address
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<i>(Required: Maximum 4000 characters allowed)</i>	

1 7	Letter of Introduction
	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 related services provided. On a second page provide a list of at least three currently available references as outlined above "Criteria" section. Include name of entity, contact name, phone number, the scope of services provided, and the length of services provided.
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<i>(Optional: Maximum 4000 characters allowed)</i>

18	List of Equipment Please attach a file that contains the information listed below under the response attachments section. Provide a complete list of equipment, currently owned by your company, which will be dedicated to the performance of the project, and an inventory of the equipment that you estimate you will have to purchase to meet the needs of this project. _____ _____ _____ _____ _____ <i>(Optional: Maximum 4000 characters allowed)</i>
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19	Personnel 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. _____ _____ _____ _____ _____ <i>(Optional: Maximum 4000 characters allowed)</i>
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20	Services Question Do you offer these services and supplies to other school districts in Texas? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check all that apply)</i>
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21	Price Question Is your price structure consistent with these districts? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check all that apply)</i>
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22	ESC Region Question Is your organization affiliated with the ESC Region 11 Cooperative Membership? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check all that apply)</i>
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2 **Payment Terms/Taxes/Invoices**

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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 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)

2 **Purchase Order Reference Number**

4

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

(Required: Maximum 1000 characters allowed)

2 **Purchase Order Address**

5

Address, City, State, Zip

(Required: Maximum 1000 characters allowed)

2 **Email Address For Purchase Orders**

6

Please list the email address that purchase orders can be sent to.

(Required: Email address)

2 **Fax Number for Purchase Orders**

7

(____) _____ - _____ ext: _____

(Optional)

2 **Vendor Website**

8

Please list your website address if applicable

(Required: Enter URL)

29 Customer Service Phone
 ext:
(Required)

30 Customer Service Email Address

(Required: Email address)

31 Local Representative Contact Name

(Required: Maximum 1000 characters allowed)

32 Local Representative Phone Number
 ext:
(Required)

33 Payment/Remittance Address
Address, City, State, Zip Code

(Required: Maximum 1000 characters allowed)

34 Accounting/Billing Phone Number
 ext:
(Required)

35 Standard Delivery Time
Please state your standard delivery time after receipt of the purchase order.

(Required: Maximum 4000 characters allowed)

36	Shipping & Handling Will there be charges for shipping & handling or freight on each order? If so, please state the charges. If not, please Applicable) <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
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37	Returns & Exchanges Please state time period for exchanges and/or return orders. If there are non, please enter "N/A" (Not Applicable) <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
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38	Re-Stock Fee Does your company charge a re-stock fee? If yes, please indicate the percentage (%) fee. If not, enter "N/A" (Not Ap <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
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39	Minimum Order Requirements If you have a minimum order requirement, please state the specifics. If none, please enter "N/A" (Not Applicable). <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
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40	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 award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or m; principal place of business in Texas; or (ii) employs at least 500 people in Texas. Is your parent company or major ow business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check all that apply)</i>
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4 1 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, the ultimate parent company, or majority owner employee at least 500 people in Texas?

Yes

No

(Required: Check all that apply)

4 2 Prohibited Employee Assistance

(a) In general:

A State, State educational agency, or local educational agency in the case of a local educational agency that receives funding under this chapter shall have laws, regulations, or policies that prohibit any individual who is a school employee, contractor, or agent of a State educational agency or local educational agency, from assisting a school employee, contractor, or agent in obtaining or attempting to obtain a new job, if the individual or agency knows, or has probable cause to believe, that the school employee, contractor, or agent is 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 law enforcement agency required by Federal, State, or local law, including title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or any implementing such title under part 106 of title 34, Code of Federal Regulations, or any succeeding regulations; and (C) the case or investigation remains open and charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the case or investigation 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, or to provide greater or additional protections to 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 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)

4 3 MWBE/HUB Certification

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

Has your company been certified as MWBE?

Certified

Not Certified

(Required: Check all that apply)

4 4 Non-Collusive Bidding Certificate

By submission of this proposal, the undersigned certifies that neither the proposer nor any of proposer’s officers, pa
representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectl
corporation or other proposer or potential proposer any money or other valuable consideration for assistance procur
procure a contract or fix the process in the attached proposal or the proposal of any other proposer, and further stat
other reward will be hereinafter paid. The person signing this bid/proposal certifies that he/she is fully informed rega
the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to
his/her behalf.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

4 5 Felony Conviction Disclosure

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states:
entity that enters into a contract with a school district must give advance notice to the district if the person or an own
convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a fel
further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the dist
person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting
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)

4 6 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 cc
applicable, please enter N/A (Not Applicable)

(Required: Maximum 4000 characters allowed)

4 7 Publicly Held Corporation?

Is your company a publicly held corporation?

Yes

No

(Required: Check all that apply)

48 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) must certify to Lake Dallas ISD that criminal history checks have been completed for each employee and/or sub-contractor who will have contact with students.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

49 Other Restrictions

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

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

50 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 Acquisition Regulation Rules and Regulations.

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**5
1** **House Bill 89 Verification - Israel Boycott**

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

(1) "Boycott Israel" Means Refusing to deal with, terminating business activities with, or otherwise taking action that is inflict economic harm on, or limit commercial relations, specifically with Israel, or with a person or entity doing business 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 liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary 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)

**5
2** **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 t foreign terrorist organizations and that the company is not listed on the website of the Comptroller of the State of Tex companies that are identified under section 806.051, section 807.051 or section 2253.153. I further certify that shou into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do bu or any foreign terrorist organization, I will immediately notify the Lake Dallas Independent School District Business Of

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**5
3** **Prohibited Transactions - Abortion Providers**

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

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

**5
4** **Contracting Information SB 943**

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and any related contract(vendor agrees that the contract may be terminated if the contractor or vendor knowingly or intentionally fails to comp 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 **Contracting Information SB 943 - Disagree**

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

- 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 **Workers' Compensation Agreement**

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

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage a TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage is required for th project. Duration of the project includes the time from the beginning of the work on the project until the contractor's/p 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 enti part of the services the contractor has undertaken to perform on the project, regardless of whether that person conti contractor and regardless of whether that person has employees. This includes without limitations, independent con leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that fi provide services on the project.

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

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and fil agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the cont 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 proje prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that c 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 c 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 cover: 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 therea

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

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Work Commission, informing all persons providing services on the project that they are required to be covered, and stating 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 that meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project;
2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is provided for all employees of the person providing services on the project for the duration of the project.
3. provide to the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of 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 beginning work on the project; and b. a new certificate of coverage showing extension of coverage, prior to the end of 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 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 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 and warranting that all employees of the contractor who will provide services on the project will be covered by worker's compensation insurance for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, that coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commercial insurance carrier in accordance with the Texas Insurance Regulation. Providing false or misleading information may subject the contractor to administrative 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
7 **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 as amended by adding Chapter 2274. (TX SB13 / 2021-2022 / 87th Legislature), if Contractor is a for-profit sole pro organization, association, corporation, partnership, joint venture, limited partnership, limited liability company, or affil business associations that exists to make a profit, which has ten (10) or more full-time employees and the value of th \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not bc companies during the term of this Agreement.

Pursuant to Texas Government Code Section 1.a.8.809 and Section 2.F.10.2274:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating busines otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company;

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

(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 partnership, or limited liability company, including a wholly owned subsidiary, majority owned subsidiary, parent comp 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 authorize 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, bus the Lake Dallas ISD

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

5
8

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, association, partnership, joint venture, limited partnership, limited liability company, including a wholly owned subsidiary, majority-owned company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists and has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries 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,
 - (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 trade association based solely on its status as a firearm entity or firearm trade association; and
- 3. Will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely 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, partnership, or limited liability company, including a wholly owned subsidiary, majority owned subsidiary, parent company, or 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 the 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
9

Lone Star Infrastructure Protection Act

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

- Yes
- No

(Required: Check all that apply)

60 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 speaking ability, or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions, and privileges of employment, directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), national origin, race, or gender. Vendor further agrees that every subcontractor entered into for the performance of this Agreement contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Failure to do so 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 1967; Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Internal Control Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on the 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)

61 Intangible Property

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federal grant) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 201.106-6, the State and Federal government reserve the right to use 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 a royalty-free, nonexclusive and irrevocable right to reproduce and otherwise use the work for Federal purposes when authorized to do so.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

**6
2** **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 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;
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)

**6
3** **Health and Safety Certificates, Licensing and Regulation**

Vendor certifies compliance with all applicable local, state and federal health & safety certifications, licensing, or regulations, but are not limited to, facility use, food establishment, and authorized providers. If applicable, this information must be included in 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)

64 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 or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an own least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide prop services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or cou existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exe 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 subtr (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of th receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitati undersigned signatories further acknowledge that a contract resulting from this solicitation may be terminated and pa if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five perc business entity submitting this proposal need not execute this certification and acknowledgement, note**

Please Print Name, And Indicate % Ownership below:

(Required: Maximum 1000 characters allowed)

65 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 ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be di with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resultin fr 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)

66 Edgar Compliance (1-18)

The following provisions are required and apply when federal funds are expended by Lake Dallas ISD for any contra procurement process. The Lake Dallas ISD is the subgrantee or subrecipient by definition. In addition to other provis federal agency or non-Federal entity, all contracts made by the nonFederal entity under the Federal award must cor the following, is applicable. Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordi

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

Does the vendor agree? This is your electronic signature

Yes

No

(Required: Check all that apply)

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

7

2 CFR PART 200 (A)

Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount of the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 48 CFR 101-11.6. Lake Dallas ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet scheduled delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make a good faith effort to complete the contract; (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 the contract will be terminated as of the termination date if the contract is terminated for convenience of Lake Dallas ISD. Any award or procurement process is not exclusive and Lake Dallas ISD reserves the right to purchase goods and services from other sources 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 **2) Termination for Cause or Convenience**

8

Termination or cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the amount of settlement. (All contracts in excess of \$10,000). Pursuant to Federal Rules (B) above, when federal funds are expended in excess of \$10,000, Lake Dallas ISD reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from the procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet scheduled delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make a good faith effort to complete the contract; (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 the contract will be terminated as of the termination date if the contract is terminated for convenience of Lake Dallas ISD. Any award or procurement process is not exclusive and Lake Dallas ISD reserves the right to purchase goods and services from other sources 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 **3) Equal Employment Opportunity**

9

2 CFR PART 200 (C)

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of a "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 101-11.6 in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319m 12395m 3 CFR Part, 196 as amended by Executive Order 11375", Amending Executive Order 11246 Relating to Equal Employment Opportunity, and Executive Order 11945, "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)

7
0

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 contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), "Labor Standards Provision: Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Department of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must include the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report any suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act prohibits any contractor or subrecipient from inducing, by any means, any person employed in the construction 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 any 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 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)

7
1

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 Federal Government in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with the Act, 40 U.S.C. 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is 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 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 all contracts and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are 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 it is in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award by Lake Dallas ISD resulting from this process.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

**7
2** **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” in 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization in connection with the 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 for all contracts by Lake Dallas ISD resulting from this procurement process, the vendor agrees to comply with the requirements as referenced in Federal Rule (F) above.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

**7
3** **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, require that all sub grants 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 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)

**7
4** **8) Debarment & Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB regulations that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.23). SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies 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 resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, 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)

**7
5** **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 certify to the tier above that it will not and has not used Federal appropriated funds to pay a organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above are expended by Lake Dallas ISD, the vendor certifies that during the term and after the awarded term of an award from 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 for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement 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 "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)

**7
6** **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 be required by the EPA estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guide EPA 600/4-90-010 Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 and 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 materials identified in the EPA guidelines.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

**7
7** **11) Employment Verification**

FAR 22.18

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

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

78 **12) Record Retention**
When federal funds are expended by Lake Dallas ISD for any contract resulting from this procurement process, the vendor will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will comply as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports, annual financial reports, as applicable, and all other pending matters are closed.

Does the vendor agree? This is your electronic signature.

Yes
 No

(Required: Check all that apply)

79 **13) Access to Records**
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 all 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 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)

80 **14) Certification of Compliance With EPA Regulations**
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 and 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 1500.

Does the vendor agree? This is your electronic signature.

Yes
 No

(Required: Check all that apply)

81 **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 the vendor 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. 163, 89 Stat. 871).

Does the vendor agree? This is your electronic signature.

Yes
 No

(Required: Check all that apply)

8
2 **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 i 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)

8
3 **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 telecommuni 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 s such entities)

Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou 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)

8
4 **18) Domestic Preferences For Procurement**

2 CFR 200.322

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section 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 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 plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including lumber.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

85 18) Domestic Preferences For Procurement

2 CFR 200.322

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section 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 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 plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including lumber.

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

86 Evaluation of Proposals

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

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

87 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 officer certifies the following statements.

1. Acknowledges that it has read, understands, and agrees to the requirements of the specifications and all other pr solicitation.
2. The signature above is made by an authorized agent or vendor, and it affirms that this company, corporation, firm individual has not prepared this proposal in collusion with any other proposal and that the contents of this proposal a conditions of said bid have not been communicated by the signed person nor any employee or agent to any other pe 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, Clauses, Representations and Certifications, Felony Conviction Requirements, and Worker's Compensation Require proposal and attached as reference, if applicable. Vendor agrees to abide by all conditions and any negotiations tha 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 Di 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 A-102, Common Rule (§_.36).

Does the vendor agree? This is your electronic signature.

Yes

No

(Required: Check all that apply)

8
8 **Response Attachments**

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

- 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
- Additional Documentation

8
9 <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. T can then be uploaded under the "Response attachments" tab.

9
0 <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 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 discloses to the governmental entity the names of all persons who are or have been an officer, director, partner, member, proprietor, or shareholder of the business entity and who have taken an action or vote by the governing body of the entity before the contract may be signed or has a value of at least \$100,000.

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 submit Form 1295 through the Texas Ethics Commission website and submit a signed copy

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

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

1 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. 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 school districts. Vendors are required to report business relationships at the time they begin contract negotiations or are so submitting 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 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 of each year that would make the original form inaccurate. The forms received by the district become public records immediately and school districts that maintain web sites to place these records on the district's 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 "Attachments" tab.

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

2 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 no disclosure, please write "N/A" across the page and sign the bottom portion before uploading.

9 **MWBE Certificate**

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

9 **Exceptions/Deviations**

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

9 **Additional Documentation**

5 Any additional documentation pertaining to the proposal response can be uploaded in the "Response Attachments" tab.

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

