




PURCHASING DEPARTMENT  
9400 North Central Expressway, Suite 1510, Dallas, TX 75231

Request For Proposal  
Child Nutrition

Buyer

First Advertisement Date/Issue Date  
Second Advertisement Date



date/time. Responses to questions other than administrative questions will be provided to all potential Offerors by means of an addendum to the solicitation.

**B M** NesCAs r eP


<p>Provide your answer below</p>
<p>Contact Representative Name</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Contact Representative Address (if different from Company) City, State, Zip</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Contact Representative Direct Telephone Number</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Contact Representative E-Mail Address</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Undersigned shall employ, subject to the District's approval, the following subcontractor for the products, goods, and/or services offered. Please attach additional Subcontractor Forms in the Attachments tab. One (1) form must be provided for each, and every subcontractor employed. The prime offeror shall bear the sole responsibility for the successful completion of work performed by the below listed third-party provider(s). Indicate whether the subcontractor is a Woman (W) or Minority (M) Owned Business Enterprise (BE). The following information must be included:</p> <p>Service provided by the subcontractor</p>

Name of subcontractor  
 Address  
 City/State/Zip  
 Telephone  
 E-Mail Address  
 Point of Contact  
 Business Days/Hours  
 No. Years in Business Under this Name  
 No. Years at Location Listed  
 No. Personnel (non-clerical) Employed  
 No. Personnel (clerical) Employed  
 Please indicate if the company is MWBE (Woman (W) or Minority (M) Owned Business Enterprise (BE))

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Type  
 .....  
 Provide your answer below

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**  
 Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.  
 Does Vendor agree

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Type  
 .....  
 Circle one from the response values below:  
 Yes - I agree  
 No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

Reference One (1)  
 School District/Company Name  
 Contact Name  
 Contact Phone Number

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Type  
 .....  
 Provide your answer below

Reference 1 - Email Address

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Type  
 .....

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

The offeror agrees to the General Terms and Conditions and any Special Terms and Conditions (if applicable) of this solicitation and in case of conflict with other documents provided by the Offeror, these General and/or Special Terms and Conditions take precedence and prevail unless Offeror specifically requests a variance and the District agree to such changes in writing. General Terms and Conditions are posted on the Dallas ISD website at <https://www.dallasisd.org/Page/81178>.

Does the Vendor agree?

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Type  
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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

Pursuant HB 1295 (2015), the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached to the Response Attachments, prior to any business transaction. If your company is publicly traded you do not need to complete this form.

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

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

    Please enter Dallas ISD

    Please use Dallas ISD's. solicitation (bid) number as the identification number being requested and the contract name as a description of goods or services.

    : Please complete and sign, then attach the completed 1295 form with the bid response. Please acknowledge that you have read and understood that the district can not do business with your company without the submittal of this form. If your company is "Publicly Traded" you do not need to complete this form.

Does the Vendor agree?

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Type  
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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

Publicly Traded

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

Does the Vendor agree?

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Type  
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Circle one from the response values below:  
Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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

Does the vendor agree?

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

Texas has enacted disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or an affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over twelve months to any District official, administrator, and/or Board member If yes, explain (the gift, name of the individual receiving gift, date gift was provided, etc.) THE DISTRICT'S CONFLICT OF INTEREST QUESTIONNAIRE FORM MUST BE COMPLETED IN SUCH SCENARIOS) The questionnaire is available on the Procurement Services website at <https://www.dallasisd.org/Page/80705>. The questionnaire must be updated in case of a conflict. Formal notification must be in writing and sent to the buyer.

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of

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

Does the Vendor agree?

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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

Does the Vendor agree?

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

For contracts with companies that have 10 or more full-time employees and when the contract has a value of \$100,000 or more, Offeror certifies that it (and any of its affiliates or parent company), does not, and will not,

boycott Israel during the term of any contractual arrangement with Dallas ISD. For purposes of any contractual arrangement with Dallas ISD, boycott Israel - means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or an Israeli controlled territory, but does not include an action made for ordinary business purposes.

Does the Vendor agree?

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

The offeror certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas Senate Bill 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Offeror, the Agreement and/or taxpayer resource transaction is voidable by Dallas ISD and Offeror agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

Does the Vendor agree?

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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Does the Vendor agree?

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If the Vendor chooses "YES"; to allow EPCNT members to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal

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----- Type ----- Circle one from the response values below: Yes No

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

This proposal may be awarded to one or multiple vendors by line item, section or package determined to be the best value to the District. . All unit prices on items shall be completed. A notation of "Price to be determined", "On Request", "see attached" or "discount percentage" (%) only will be deemed

as zero (0) points and may not be considered for award. "No Bid"/.01 must be entered for each item not being bid. All pricing shall be firm at the time of a sale during the life of the contract and must conform and comply with the proposed pricing in response to this solicitation. The vendor can not respond as a "No Bid" on all lines but provide a discount only, this will deem your response as zero (0) for points on the evaluation. If evaluation scenario: m f 'OM M s M

may result in an Offer being deemed nonresponsive. The District reserves the right to consider minor deviations. The following provisions are prohibited and are non-negotiable: Indemnification by the District of a vendor or supplier, arbitration, automatic renewals, the venue outside of Dallas County, Texas, and governing state law that is not listed as Texas. If the Offeror desires any exception/deviation from any portion of the solicitation document, those exceptions/deviations must be clearly noted below. The offeror will provide reference to the particular page, paragraph, and sentence and provide the Offeror's proposed changes to the page, paragraph, and sentence.

The District reserves the discretion to determine whether the proposed deviations render the Offer nonresponsive. The District reserves the right to reject any use of the Offeror's terms and conditions of any kind, including web links to any online terms and conditions, or use of the Offeror's form of agreement.

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Type

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Provide your answer below

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

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Type

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

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

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

\_\_\_\_\_, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when DALLAS ISD expends federal funds, DALLAS ISD reserves all rights and privileges u by the n\$ \_\_\_\_\_ ge

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<p>No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p style="text-align: right;">by the grantee or subgrantee including the manner by</p> <p>which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to Federal Rule (B) above, when DALLAS ISD expends federal funds, DALLAS ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DALLAS ISD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if DALLAS ISD believes, in its sole discretion that it is in the best interest of DALLAS ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by DALLAS ISD as of the termination date if the contract is terminated for convenience of DALLAS ISD. Any award under this procurement process is not exclusive and DALLAS ISD reserves the right to purchase goods and services from other vendors when it is in DALLAS ISD's best interest.</p> <p>Does the Vendor agree?</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes - I agree</p> <p>No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p style="text-align: right;">Except as otherwise provided under 41 CFR Part 60, all contracts</p> <p>that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when DALLAS ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.</p> <p>Does Vendor agree?</p> <p>-----</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes - I agree</p> <p>No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p style="text-align: right;">as amended (40 U.S.C. 3141-3148). When required by Federal program legislation,</p> <p>all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as</p>





<p>Type</p> <p>.....</p> <p>Circle one from the response values below:                  Yes - I agree                  No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p style="text-align: right;">and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by DALLAS ISD, the vendor certifies that during the term of an award for all contracts by DALLAS ISD members resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.</p> <p>Does Vendor agree?</p> <p>-----</p>
<p>Type</p> <p>.....</p> <p>Circle one from the response values below:                  Yes - I agree                  No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p style="text-align: right;">) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by DALLAS ISD, the vendor certifies that during the term of an award for all contracts by DALLAS ISD resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.</p> <p>Does the Vendor agree?</p> <p>-----</p>
<p>Type</p> <p>.....</p> <p>Circle one from the response values below:                  Yes - I agree                  No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p style="text-align: right;">- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by DALLAS ISD, the vendor certifies</p>



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1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does the Vendor agree?

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Type"        **A**                    ---



Does the Vendor agree?

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Type  
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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

Does the Vendor agree?

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Type  
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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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

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Type  
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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation

and/or termination of any award

All contracts paid from State or Federal grants must retain the copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agencies reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

For Cooperative Member purchases utilizing Federal funds, Proposer certified that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and that it will provide such information and certifications as a Cooperative Member may require confirming estimates and otherwise complying. Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000, requires procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines, requires contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available.

Does the Vendor agree?

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

For purchases using federal funds in excess of \$150,000, a Cooperative Member may be required to negotiate profit as a separate element of the price. [See, 2 CFR 200.323(b).]

When required by a Cooperative Member, Proposer agrees and certifies that it will provide information and negotiate with the Cooperative Member regarding profit as a separate element of the price for a particular purchase. However, Proposer agrees that the total price, including profit, charged by Proposer to the Cooperative Member shall not exceed the awarded pricing, including any applicable discount, under Proposer's Cooperative Contract.

Does the Vendor agree?

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award





500 or more persons within the State of Texas?

(b) Section 2252.002

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

(1) the State in which the non-resident's principal place of business is located; or

(2) the State in which the non-resident is a resident manufacturer.

(c) The bidder's principal place of business:

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.....  
The bidder's response values below:

(1) The bidder employs 500 or more persons with the State of Texas

(2) The bidder does not employ 500 or more persons with the State of Texas

(3) The bidder is a "Resident Bidder"

(4) The bidder is a "Non-resident Bidder"

Under Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days in arrears in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, 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 amounts due are paid; the obligor is in compliance with a written repayment agreement or court order regarding delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor a suspension as part of a court-supervised effort to improve earnings and child support payments. The bidder's applicable certification:

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

The bidder submitting this proposal:

(1) Is a resident of the State of Texas (Yes/No) \_\_\_\_\_ M

(2) Is a resident of the State of Texas (Yes/No) \_\_\_\_\_ M

(3) Is a resident of the State of Texas (Yes/No) \_\_\_\_\_ M

Food/Product Recall procedures must be provided with the proposal submission, which includes the notification process - at a minimum the method of notification and timeline. HACCP procedures must be provided with the proposal submission.

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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.

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

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Type

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Circle one from the response values below:

Yes - I agree

No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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ne from the response values below:

agree

Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation termination of any award

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

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

is no domestic alternative source or substitute food product.

estic product is not available in the specified quantity or quality.

ost difference between domestic products vs non-domestic is unreasonable.

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

ne from the response values below:

agree

Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation termination of any award

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant

awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) The availability of drug counseling, rehabilitation, and employee-assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of a controlled substance at the workplace,

- a) and require such employee to agree to abide by the terms of that statement.
- b) establish a drug-free awareness program, and
- c) requires each employee engaged in the performance of the contract be given a copy of the statement required by section 8355

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq. I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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Type

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Circle one from the response values below:

Yes - I agree

No - I do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award

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



<p>privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), color, disability national origin, race, or gender. The vendor further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring nondiscrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement. Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.</p> <hr style="border-top: 1px dashed black;"/> <p>Type</p> <hr style="border-top: 1px dotted black;"/> <p>Circle one from the response values below:          Yes - I agree          No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<hr style="border-top: 1px dashed black;"/> <p>Type</p> <hr style="border-top: 1px dotted black;"/> <p>Circle one from the response values below:          Yes - I agree          No - I Do not agree . The District shall consider a NO response a basis for non-award and/or cancellation and/or termination of any award</p>
<p>Each Offer will be analyzed and evaluated by a panel selected by the District.</p> <p>a. the District intends to award a contract to one or more responsive, responsible Offerors that provide the best value to the District. Pursuant to Dallas ISD Board policy and applicable law, "best value" is determined according to the price and non-price criteria listed in the attached Evaluation Criteria Score Sheet and weighted at the sole discretion of the District. By submitting an Offer, an Offeror acknowledges the District's right to establish scoring criteria that comply with applicable law as well as the District's bid protest procedures outlined in the General Terms and Conditions below.</p> <p>b. Even when an award to a single Offeror is envisioned, the District reserves the right, in its sole discretion, to make awards to multiple Offerors (or to make no award at all).</p> <p>c. Non-responsive or disqualified Offers will be not eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to not meeting requirements of the proposal, receipt of Offer after date/time posted; failure to sign the Offer; failure to include one or more Conditions of Service/Term Agreement.</p> <p>d. The District reserves the right to reject any use of Offeror's terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of Offeror's form of agreement.</p>
<p>Consideration will be given to Offerors who include best value incentives or value-adds at no additional cost to the District. To be considered, these incentives/value-adds must be clearly disclosed.</p>
<p>In addition to the evaluation criteria noted in the General Terms and Conditions, as part of "any other relevant factors," the District will use the following criteria in the evaluation. Final evaluations of this proposal</p>

will be based on the Texas Educational Code 44.031(b). Dallas ISD will not award bids based on low price alone. Criteria and points will be used in weighting which proposal(s) offer the best overall product, service, and references for the intended purpose.

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

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

2. Although Offeror is required to sign the Offer upon submission, no enforceable contract will be formed unless (i) the District's Executive Director of Procurement formally accepts the Offer in writing; (ii) the Contract is approved as to form by the District's Office of Legal Services; and (iii) the District's Board of Trustees or designee has granted all approvals required by Dallas ISD Board Policy. Once an o enforceabmT rs to ", "M% ceh crcees; eessl Servff e Oiri) abmT li& "Vevff

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District issues a formal Purchase Order requesting the delivery of goods and/or services under the Contract. In some cases, the District may never issue a Purchase Order under the Contract. The District intends to act in good faith and communicate with Offeror about the issuance of Purchase Orders.

The Dallas Independent School District sits in the heart of a large, diverse and dynamic region with a metropolitan population of 6.5 million people in the 12 counties in North Central Texas. Dallas ISD comprises 384 square miles and encompasses the cities of Dallas, Cockrell Hill, Seagoville, Addison, Wilmer, Hutchins and parts of Carrollton, DeSoto, Duncanville, Farmers Branch, Garland, Highland Park, Lancaster, Mesquite, Balch Springs, and Combine. The district is the second-largest public school district in the state and the 16th-largest in the nation. We are proud of our award-winning schools, outstanding teachers and staff, committed parents and volunteers who comprise the dedicated M M Hum  
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