



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

Request For Proposal
* H Q H U D O

Buyer

Email

1 Header Information

1.1 General Information

- First Advertisement Date/Issue Date
- Second Advertisement Date
- Pre-Proposal Meeting
- Questions Deadline
- Questions Response from the District
- Solicitation Due
- Anticipated Evaluation & Sel H F W L R Q
- Anticipated Approval/Award

Pre-Proposal Pre-Proposal A pre-proposal meeting will be held at 00:00 AM/PM CST via video conference on DAY, MONTH, DATE, and YEAR. Please submit (in writing) any questions regarding this RFP. Only written questions will be considered. It is highly encouraged that all potential proposers participate and attend the pre-proposal.

Join Zoom Meeting:
 Meeting ID:
 Passcode:

1.2 Terms

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

Any contract that results from this solicitation and upon Mutual Agreement of the awarded vendor and the District, may be extended not to exceed a total of 5 years(s). If either party intends not to renew the Contract, that party must give written notice to the other party no fewer than ninety (90) days prior to the expiration of the then current term of the Contract. If the District fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate

1.3 Requirements

| |
|---|
| LENGTH OF CONTRACT |
| The term of this proposal shall be for a one (1) year agreement with four (4) successive one (1) year extensions based on the long-range needs of the District and mutual consent of both parties not to exceed five (5) years total. |

SCOPE AND SPECIFICATIONS

SCOPE AND SPECIFICATIONS OF THE PROPOSAL

and ESSER (Elementary and Secondary Emergency Relief) requirements to procure vendors who provide

COMPANY INFORMATION

Provide your answer below

Company Federal Tax ID Number

Type

.....
Provide your answer below

Company Address, City , State, Zip

Type

.....
Provide your answer below

Local Telephone Number or Toll-Free Number

Type

.....
Provide your answer below

Number of Personnel (non-clerical) employed:

Type

.....
Provide your answer below

Number of Personnel (clerical) employed

Type

.....

COMPANY INFORMATION

Provide your answer below

CONTACT REPRESENTATIVE INFORMATION

Contact Representative Name

Type

.....
Provide your answer below

Contact Representative Address (if different from Company) City, State, Zip

Type

.....
Provide your answer below

Contact Representative Telephone

Type

.....
Provide your answer below

Contact Representative E-Mail Address

Type

.....
Provide your answer below

SUBCONTRACTOR INFORMATION

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:

Service provided by the subcontractor

SUBCONTRACTOR INFORMATION

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))

Type
.....
Provide your answer below

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
Does Vendor agree?

Type
.....

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

REFERENCES

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

Type
.....
Provide your answer below

Reference 1 - Email Address

Type
.....

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

PROPOSAL REQUIREMENT - The following attributes require a response

Type

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

Yes - I agree

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

NOTIFICATION OF CRIMINAL HISTORY

Texas Education Code, Chapter 44, Subchapter B, Section 44.034, Notification of Criminal History, reads as follows: (a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c) This section does not apply to a publicly held corporation. For more information please visit the Dallas ISD website at <https://www.dallasisd.org/>. Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

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

Type

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

My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

My firm is not owned nor operated by anyone who has been convicted of a felony.

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

CRIMINAL BACKGROUND CHECKS/SEARCHES

Texas Education Code (TEC) 22.0834 and 22.08341 states that a contractor that provides services to a

PROPOSAL REQUIREMENT - The following attributes require a response

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

IDENTIFICATION BADGE(S)

**PROPOSAL REQUIREMENT - The following
attributes require a response
and/or termination of any award
NO BOYCOTT OF ISRAEL**

PROPOSAL REQUIREMENT - The following attributes require a response

TERRORIST ORGANIZATIONS

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

Does the Vendor agree?

Type

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

Yes - I agree

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

INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If the Vendor chooses "YES"; to allow EPCNT members to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Dallas ISD will be billed directly to that governmental entity and paid by that governmental entity. Dallas ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A list of current members is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of the Offeror's proposal to Dallas ISD.

1. Interlocal Agreement Clause with a vision of cooperating to improve their procurement power on like products and services, the EPCNT became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

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

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

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

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

Does the Vendor agree?

Type

PROPOSAL REQUIREMENT - The following attributes require a response

Circle one from the response values below:
Yes
No

ORDER REFERENCE NUMBER/INFORMATION

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

Type
.....

Provide your answer below

PRICING INFORMATION

PRICE OFFER SUMMARY

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

MINIMUM PERCENTAGE DISCOUNT

Your proposal shall be a minimum percentage discount from your company's most current catalog, MSRP, price list or other standard offerings with indefinite quantities. Multiple percentage discount structures will be accepted. Please specify percentage discounts on Lines Tab.

Type
.....

Provide your answer below

ONLINE CATALOG/PRICE LIST

Is your Catalog/Price List available via the internet? If yes, please indicate the website address. If none, please enter N/A (not applicable).

Type
.....

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

Provide your answer below

NO DEVIATIONS OR EXCEPTIONS

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

Type

Circle one from the response values below:

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

FEDERAL REQUIREMENTS (EDGAR)

The following certifications and provisions are required and apply when Dallas ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

Pursuant to Federal Rule (A) above, when DALLAS ISD expends federal funds, DALLAS ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of contract by either party.

Does the Vendor agree?

Type

FEDERAL REQUIREMENTS (EDGAR)

ISD's best interest.

Does the Vendor agree?

Type

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

Yes - I agree

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when DALLAS ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree?

Type

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

Yes - I agree

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

D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed ce Ewage determination. The non-

FEDERAL REQUIREMENTS (EDGAR)

and/or termination of antest

FEDERAL REQUIREMENTS (EDGAR)

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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.

Does the Vendor agree?

Type

Circle one from the response values below:

Yes - I agree

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

Does the Vendor Agree?

FEDERAL REQUIREMENTS (EDGAR)

Type

Circle one from the response values below:

Yes - I agree

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

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

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

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

Does the Vendor agree?

Type

Circle one from the response values below:

Yes - I agree

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

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds - 2 CFR 200.321 - When federal funds are expended by Dallas ISD, the Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including:

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

Does the Vendor agree?

Type

Circle one from the response values below:

Yes - I agree

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

FEDERAL REQUIREMENTS (EDGAR)

the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does the Vendor agree?

Type

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

Yes - I agree

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

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by Dallas ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 psAiPord r)Executive O (or(42)Tj T24.31.9e, aEnv

FEDERAL REQUIREMENTS (EDGAR)

CERTIFICATION OF NON-COLLUSION STATEMENT

The vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation, or other business or legal entity.

Does the Vendor agree?

Type
.....

Circle one from the response values below:

Yes - I agree

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

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interviews and discussions relating to such documents.

Does the Vendor agree?

Type
.....

Circle one from the response values below:

Yes - I agree

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

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY - 2 C.F.R. 200.215

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

Does the Vendor agree?

Type
.....

Circle one from the response values below:

Yes - I agree

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

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

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

- 1. Procure or obtain;
- 2. Extend or renew a contract to procure or obtain; or
- 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

FEDERAL REQUIREMENTS (EDGAR)

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

EVALUATION PROCESS

to the District. To be considered, these incentives/value-adds must be clearly disclosed.

DISCUSSIONS/NEGOTIATIONS

a. During the evaluation of certain Offers, the District may hold discussions/negotiations with Offerors that are in the competitive range to provide the goods and/or services described in this solicitation. Discussions will NOT be conducted for Competitive Sealed Proposals. Discussions may be conducted for responses to Requests for Proposals or Requests for Qualifications; however, the District reserves the right to award (or not award) a Contract without conducting any discussions; therefore, Offerors are encouraged to provide their best Offer initially and not anticipate the opportunity to make a better offer later.

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

FINAL EVALUATION STATEMENT - POINTS

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

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

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

PROPOSAL GENERAL INFORMATION

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

SIGNATURE AND DECLARATION OF COMPLIANCE**CONTRACTED SERVICES / TERM AGREEMENT**

This Contracted Services Agreement is entered between Dallas Independent School District (Dallas ISD or the District) and (the Offeror), collectively the "Parties" and individually, a "Party". The District is a Texas public school district and political subdivision of the state of Texas located in Dallas County, Texas. This Agreement shall consist of the following conditions and documents incorporated herein by reference and in listed order of precedence:

- (1) The District Terms and Conditions
- (2) Attestations to certifications and the Vendors adherence to the laws of The State of Texas and the United States of America. This includes the executed EDGAR Certifications and/or FEMA Certifications, if applicable (contract documents collectively the "Agreement")
- (3) General requirements outlined within the District's Solicitation document
- (4) Offeror's response to the solicitation document including services and pricing
- (5) Any deviations listed on the District Deviation forms agreed to formally by the District
- (6) Any notice of award or acceptance by the District by Dallas ISD-issued Purchase Orders, the terms of any applicable Dallas solicitation, (RFP, RFQ, or similar solicitation) executed EDGAR Certifications and/or FEMA Certifications, if applicable (contract documents collectively the "Agreement") In the event of a conflict, the contract documents shall control in the order listed in this paragraph.

Type

| Name | Data Type | Description |
|------------------------------|-----------|---|
| Dallas ISD Punch Out Process | File | regardless if you are MWBE status Dallas ISD Punch Out Process |
| W9 Form | File | W9 Form completed, signed and attached to the submission |