



Request for Proposal - Data Cabling
RFP #121855
Form 470 Application Number: 220004445

INSTRUCTIONS TO PROPOSERS

Inquiries and requests regarding this RFP should be directed to:

Jacob Aragon, Technology Director

Dumas Independent School District (ISD)

P.O. Box 695

421 West 4th Street

Phone: 806-935-4151

Fax: 806-934-1433

jake.aragon@dumasisd.org

Submitted Proposals must be in a sealed, opaque envelop, clearly labeled “Request for Proposal – Data Cabling” and delivered no later than 2:00 PM CST on January 5, 2022 to:

Dumas Independent School District

Attention Marcus Bellar

421 West 4th Street

Dumas, TX 79029

Notice:

Bidders are required to use the enclosed bid forms and to provide all of the information requested.

Dumas ISD reserves the right to accept or reject any and all bids, and to waive any formalities, to award the entire bid to one (1) vendor, or to make awards by groups or by line item, whichever Dumas ISD determines as their best interest.

A pre-award, on-site meeting and Q and A session to better understand the needs of Dumas ISD will be held on December 1, 2021 at 9:30 am. The meeting will be held at 421 West 4th Street, Dumas, Texas.

Request for Proposal

Dumas Independent School District
P.O. Box 695
421 West 4th Street
Dumas, TX 79029

GENERAL TERMS AND CONDITIONS

Dumas ISD requests proposals from qualified vendors interested in providing compliant data network cabling (structured cabling system) as part of the original construction of Dumas North Elementary School located at 700 Maddox, Dumas, Texas, 79029. **(refer to enclosed cabling maps for details):** This Request for Proposal (RFP) provides the requirements and evaluative criteria.

Project to include:

- Structured Cabling - Turn-key installation of structured data cable systems in Dumas ISD facilities (new construction).
- Add/move/change – “Change Request(s)”
- Project will include
 - Data cabling for the new construction of Dumas North Elementary School
 - Network closet installation as defined by the requirements contained in this RFP
 - Project management services to manage and track all of the services related to completion of the cabling services provided via this RFP.

1. Preparations of Bids

- 1.1. Bids must be on the “*RFP Forms*” furnished with this RFP. They must be submitted with the initial submission, as specified in the RFP. The proposal must be mailed or delivered to Dumas Independent School District, Attention: Marcus Bellar, 421 West 4th Street, Dumas, Texas, 79029, no later than the date and time set forth in the “RFP”. The bids will be publicly opened at the time and place set forth in the “RFP”.
- 1.2. Bidders are instructed to carefully read all terms, conditions and specifications set forth in the “RFP”. Bid forms must be completed in their entirety. **Any correction(s) made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by Dumas ISD.** Each bidder should furnish all information requested in the “RFP”.

2. Submission of Bids

- 2.1. Any bid received after the designated time, will be deemed late and will not be considered by Dumas ISD. **Dumas ISD does not accept E- MAIL or FAX bids.**
- 2.2. Confidential Material – Any material to be considered as confidential must be clearly marked as such and will be treated as such by Dumas ISD to the extent allowable.

3. Specifications

- 3.1.** All responses **MUST BE IN THE FORMAT** as provided in the following Form of Proposal. Bidders may, and are encouraged to if necessary, include documentation that clearly explains their provided responses on the Form of Proposal (as we would say in education, “show your work” if desired or necessary)
- 3.2.** The expectation is that responses match the exact specifications listed in this RFP. Any deviation from the named specifications must be clearly noted on the bid document and clearly explained on the “Discrepancies Page” included with this RFP. Dumas ISD shall determine at its sole discretion whether substitution, modifications, or deviations of the requested specifications are comparable to those contained within the “RFP”. If Dumas ISD determines that the substitutions, modifications, or deviations from the specifications are not in compliance, they may reject the bid.
- 3.3.** A vendor’s failure to deliver any item(s) outlined in their RFP response may result in cancellation of the purchase and permanent removal from future invitations to respond. If any item(s) do not meet RFP specifications, the item(s) will be removed at the awarded vendor’s expense from the premises of Dumas ISD.
- 3.4.** It is the respondent’s responsibility to ensure they have a complete understanding of the set forth specifications. If the respondent does not have a clear and complete understanding of the outlined specifications, questioned can be answered by emailing jake.aragon@dumasisd.org and carbon copying marcus.bellar@dumasisd.org.
- 3.5.** If there is an error in the description or specifications contained in this RFP, Dumas ISD reserves the right to notify each of the respondents independently of needed modifications. Dumas ISD may require all RFP respondents to come into compliance with the identified modification(s). In the case of an error in the specifications or the descriptions, Dumas ISD further reserves the right to cancel this RFP and release a new RFP altogether.
- 3.6.** A respondent’s omissions of any provision in the RFP will not relieve the respondent of any responsibility or obligation as detailed in this RFP.
- 3.7.** A pre-award, on-site meeting and Q and A session to better understand the needs of Dumas ISD will be held on December 1, 2021 at 9:30 am. Attendance at this pre-award meeting, held at 421 West 4th Street, Dumas, Texas, will factored in determining the awarded vendor.
- 3.8.** The Dumas ISD will not be liable for any cost incurred by the respondents in preparing responses to this bid or negotiations associated with the award of a contract.

4. Prices Quoted

- 4.1.** Bid responses must include any and all charges, excluding Change Request(s). Dumas ISD will not allow any charges which fall outside the awarded vendor’s submitted proposal with the exception of approved Change Request(s).

5. Subcontracting

5.1. Subcontracting will be permitted under This agreement only if the company can provide a cable Manufacturer Certified Installation Warranty and with the written consent of Dumas ISD. Acceptance by Dumas ISD of an offer with subcontracting proposed shall constitute consent to such subcontracting. Consent by Dumas ISD to a proposed subcontractor shall not (1) constitute a determination of acceptability of any subcontract terms and conditions, or (2) relieve contractor of any of its responsibilities Dumas ISD under the contract.

6. Awards

6.1. Dumas ISD reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject all bids submitted. Dumas ISD reserves the right to award the bid under the most beneficial and economic terms for Dumas ISD.

6.2. It is anticipated that a contract will be made with the provider whose proposal is determined to be in the overall best interest of Dumas ISD. The main evaluation considerations are defined more clearly below and may include items such as:

- the overall best pricing for product and services
- total cost of implementation
- proposer's experience with other school districts
- vendor's proximity (business location) to Dumas ISD
- awarded vendor's overall performance record, including responsiveness and reputation based upon feedback from available references
- the perceived quality of the vendor's response, including completeness, accuracy and appropriateness
- stability/risk of the vendor, including assessment of risk that they may not be able to fulfill responsibilities

Pursuant to Section 44.038 of the Texas Education Code, Dumas ISD may consider the following in determining to whom to award this contract:

1. The purchase price; 24%
2. The reputation of the proposer and of the proposer's goods or services; 22%
3. The quality of the proposer's goods or services; 22%
4. The extent to which the goods or services meet Dumas ISD's needs; 22%
5. The bidders past relationship with Dumas ISD's; 10%

6.3. If after the award of the bid there is a **decrease** in the price of a product from the Manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto Dumas ISD.

6.4. This RFP does not obligate Dumas ISD to award a contract, to pay for any costs incurred in the preparation of a proposal, or to procure or contract the services or supplies. Dumas ISD reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety the "Request for Proposal" if it is in the best interest of Dumas ISD.

6.5. Any contact or attempt to contact any District employee, other district contractor, or Board Member for the purpose of securing privileged information or advantages in the proposal process will result in disqualification of the vendor.

7. Contract

7.1. Each bidder is responsible for having knowledge and understanding of any Texas procurement laws, or Dumas ISD district regulations or policies pertaining to procurement. Should any dispute arise as a result of a bid, the dispute will be settled in accordance with the Laws of the State of Texas.

7.2. Whether or not a dispute arises, under no event will Dumas ISD be liable to any vendor for costs incurred by such vendor in responding to this “RFP”.

8. Invoicing

8.1. Payment will be made by Dumas ISD after installation and acceptance of all items. However, final acceptance will not be made until after inspection and approval by the Dumas ISD authorized representative.

8.2. Awarded vendors must have an SLD SPIN number.

8.3. This project will be funded through the Universal Services E-rate program. The awarded vendor will bill USAC for the E-rate eligible portion of the project and will bill Dumas ISD for the percentage of the project not covered by USAC.

8.4. The successful vendor will be required to supply an original invoice and to reference all invoices to the purchase order to which they pertain.

8.5. No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the Dumas ISD authorized representative.

8.6. Dumas ISD is a tax exempt organization, Tax Exemption Certificates will be furnished upon request.

8.7. Dumas ISD will issue payment within thirty (30) days of final acceptance.

9. Insurance

9.1. The Awarded vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance while providing services to Dumas ISD under the requirements of this RFP and any addendum. The Awarded vendor shall be fully liable to provide and maintain in force during the life of this contract coverage as will assure Dumas ISD the protection contained in the foregoing indemnification provision undertaken by the Awarded vendor. Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Texas and having agents upon whom service of process may be made in the Customer and shall contain as a minimum, the following provisions, coverage, and policy limits of liability.

9.2. The awarded vendor shall not commence work under this Contract until it has obtained all the insurance required hereunder. Nor shall the awarded vendor allow any subcontractor to commence work on its Subcontract until all similar insurance required

of subcontractor has been obtained.

9.3. General Liability Insurance shall protect Dumas ISD, its subcontractors, agents, and employees from claims for damages. General Aggregate shall not be less than One Million Dollars (U.S. \$1,000,000.00) and it shall apply in total to this project only.
Products

9.3.1. Comp/GP Aggregate shall not be less than One Million Dollars (U.S. \$1,000,000.00).

9.3.2. Personal & ADV Injury shall not be less than One Million Dollars (U.S. \$1,000,000.00). Each Occurrence shall not be less than One Million Dollars (U.S. \$1,000,000.00).

9.3.3. Fire Damage shall not be less than Fifty Thousand Dollars (U.S. \$50,000.00) on any one (1) fire.

9.3.4. Medical Expense shall not be less than Five Thousand Dollars (U.S. \$5,000.00) on any one (1) person. Broad Form Property Damage coverage shall include completed operations.

9.4. Worker's Compensation Insurance Workers' Compensation and Employer's Liability Workers' Compensation and Employer's Liability Insurance shall meet minimum requirements set by the State of Texas, but in no case less than Five Hundred Thousand Dollars (U.S. \$500,000.00).

9.5. Product Liability

Product Liability or Completed Operations Insurance shall have bodily injury limits of liability of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per person; Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence, and Five Hundred Thousand Dollars (U.S. \$500,000.00) aggregate.

A certificate of each policy of insurance shall be furnished to Dumas ISD detailing Dumas ISD as named insured, upon request. Notices of policy changes shall be furnished to Dumas ISD. Awarded vendor shall furnish Dumas ISD notification thirty (30) days in advance of any material change in coverage or cancellation. Notification shall be in writing and signed in ink by a duly authorized officer of the Insurer. Insurance Companies are subject to approval and may be rejected by Dumas ISD without stated cause.

10. Criminal History Background Check

10.1. All work performed in Dumas ISD facilities requires Awarded vendor's personnel and sub-contracted personnel to be subjected to a Criminal Background Investigation (CBI) and be cleared before going on any Dumas ISD jobsite. Awarded vendor shall be responsible for all costs related to the (CBI). CBI status of Awarded vendor's personnel is subject to review at any time by Dumas ISD. Upon termination of any CBI cleared staff, awarded vendor shall immediately notify in writing Dumas ISD contact to terminate access.

Request for Proposal

Dumas Independent School District
P.O. Box 695
421 West 4th Street
Dumas, TX 79029

Equipment/Services Specifications: Data/Cabling Requested

Dumas ISD is requesting proposals from qualified vendors interested in providing compliant Data Network Cabling (Structured Cabling System). Prospective vendors must hold the Registered Communications Distribution Designer® (RCDD®) certification or equivalent to be considered qualified.

Cabling and all associated equipment must be at least CAT6 Compliant as defined above. Awarded vendor will provide parts, materials, installation, testing and certification. A cabling map is included in this RFP.

Product:

Category 6a

Pan-Net® Copper Cable PFZ6X04WH-CEG or equivalent

Category 6

Pan-Net® Copper Cable PFP6C04BU-UG or equivalent

Call buttons

C2G 08115 RJ12 6P6C Straight Modular Cable or equivalent

The scope of the project includes:

1. Installation of Category 6 (minimum) (ANSI/TIA/EIA 568 B.2-1 & ISO/IEC 11801 Ed. 2.0) plenum (NFPA 262) cabling for data locations with a 4 ft. service loop at the designated Work Area Outlet for all data drops which are not drops designated for data.
2. Installation of Category 6a (minimum) (ANSI/TIA/EIA 568 B.2-1 & ISO/IEC 11801 Ed. 2.0) plenum (NFPA 262) cabling for data locations with a 12 ft. service loop at the designated Work Area Outlet for all data drops which designated for wireless access points.
3. Installation of approximately 112,000 feet of new data cabling during construction of Dumas North Elementary school.
4. Provide new data grade wiring from IDF/MDFs to designated Work Area Outlet
5. Provide cabling between “call buttons” and IP clocks in each classroom These run will be clearly labeled on the maps provided for the project.
6. Termination of data cables at **vendor provided 1U network patch panel**
7. Do not remove more than 1" of cable insulation at termination point.
8. Keep conductors twisted within 1/2" of the termination point at racks, terminal boards, and outlets.

- 9. Cable color (blue) patch cable and wall jack colors coordinated with Dumas ISD**
- 10. Cables should be in available cable tray, suspended every 4 feet in drop ceilings using J style hooks or in enclosed conduit. Cable trays must be used where available**
- 11. Labeling patch panels and wall plate jacks and biscuits with indelible labels/ink indicating closet location and unique identified port number which will be coordinated with Dumas ISD.**
- 12. Classroom “call buttons” depicted on the maps will be cabled to same classroom LCD clocks using either RJ12 or RJ25 6P6C Straight Modular Cable.**
- 13. Provide testing and certification, with documentation of cable runs, to meet specifications – end- to-end.**
- 14. All work is part of new construction and will need to be coordinated with the General Contractor. Estimated start date of the project will be May 1, 2022. Awarded vendor must be flexible on this estimated start date and be willing to work with the General Contractor as needed in order to ensure a timely completion of the overall project. RFP respondents must provide an estimated timeline for completion with their RFP response.**
- 15. The awarded vendor must supply all supervision, tools, equipment, hardware, material, transportation, and construction, and all other related services unless specific provisioning by the customer has been denoted.**
- 16. The awarded vendor is responsible for providing all necessary working/building permits required under this contract, which includes, local, state, or federal permits, as needed.**
- 17. The awarded vendor will be responsible for repair of all damage to the building due to the negligence of its workers.**
- 18. Upon completion of any repair, replacement or installation activity, the awarded vendor must provide evidence of the completion with a successful test on said system with results provided to Dumas ISD in a district specified format (s).**
- 19. The awarded vendor will be responsible for the prompt correction of all defects in the system.**
- 20. The awarded vendor must leave the premises clean and neat including having all ceiling tiles in place (if required) after each work session.**
- 21. All work and any questions during work must be coordinated through a designated school contact (Jake Aragon).**
- 22. Awarded vendor must assume total responsibility for the actions of any/all subcontractors**

Cabling/Installation Specifications

Responsive bidders will provide a complete design and itemized quotation for a Structured Cabling System as part of their RFP response consisting of:

Runs of CAT6 4-pair PVC Jacketed wire (plenum where needed per codes) per Work Area Outlet. Each run will be terminated at the **vendor supplied Work Area Outlet (or ceiling biscuit)** in an RJ45 modular jack and color coordinated with Dumas ISD on one side and the wiring closet IDF/MDF end in an awarded vendor supplied RJ45 Modular Patch Panel port. Awarded vendor should also provide two (2) two-post racks and ladders in the MDF and IDF 1 downstairs and one (1) two-post rack and ladder in IDF 2 and the upstairs IDF (3). Bidder is responsible for providing evidence that all materials and installation practices will meet or exceed BICSI specifications for CAT6 (minimum) materials and installation.

References:

Design, manufacture, test, install, and certify telecommunications cabling networks per Manufacturer's requirements and in accordance with NFPA-70 (2005 edition of the National Electrical Code®), IEEE C2 2007 (NEC 2007), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:

ANSI/NECA/BICSI-568-2006 – Standard for Installing Commercial Building Telecommunications Cabling ANSI/TIA/EIA Standards

1. ANSI/TIA/EIA-568-B.1 – Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements
2. ANSI/TIA/EIA-568-B.2 – Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components
3. ANSI/TIA/EIA-569-B – Commercial Building Standard for Telecommunications Pathways and Spaces

In the case of any discrepancy between these specifications, the awarded vendor shall immediately bring the discrepancy to the attention of Dumas ISD designated school contact for resolution before proceeding with that portion of the work.

4. ANSI/TIA/EIA-606 (A) – The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings

4.1. Install cabling in accordance with the most recent edition of BICSI® publications:

- 4.1.1. BICSI – Telecommunications Distribution Methods Manual
- 4.1.2. BICSI – Installation Transport Systems Information Manual
- 4.1.3. BICSI – Network Design Reference Design Manual
- 4.1.4. BICSI – Outside Plant Design Reference Manual
- 4.1.5. BICSI – Wireless Design Reference Manual
- 4.1.6. BICSI – Electronic Safety and Security Design Reference Manual
- 4.1.7. Infocomm/BICSI – AV Design Reference Manual

4.2. wiring scheme

T-568B 8 contact Jack Pin Assignments for horizontal cable will match

Pin	T-568B pair	T-568B color
1	2	white/orange stripe
2	2	orange solid
3	3	white/green stripe
4	1	blue solid
5	1	white/blue stripe
6	3	green solid
7	4	white/brown stripe
8	4	brown solid

Awarded vendor is responsible for inspecting all provided network diagrams to determine if they are adequate for the purpose. Cableways must be utilized where available.

5. Installation

5.1. Cabling Installation Requirements

- 5.1.1.** Cabling shall not be laid on ceiling grid structure, ceiling tiles or supported on any structure not specifically designed for supporting cables. If a cable tray is not present, provide cable supports at intervals of every 4-6 feet. Cable supports shall be “J” hooks or other supporting devices with a minimum 1-inch cable resting surface. Cable support devices shall be independently suspended from or attached to building structure or walls. Cable sag between supports shall not exceed 12 inches. All cables shall be neatly bundled and secured with appropriately rated fasteners.
- 5.1.2.** Cables should not be installed within 4-feet of transformers/motors, when running parallel of power conduits or fluorescent light fixtures maintain a 1-foot separation.
- 5.1.3.** Labels must be machine generated (i.e. Brady type).
- 5.1.4.** All cables, jacks, patch panels, faceplates, punch down blocks, LIUs, racks and other associated equipment with the cabling system shall be clearly labeled with a unique identification system. Additionally, they will match the ANSI/TIA performance rating for the cable or fiber installed.
- 5.1.5.** All labels shall be a waterproof permanent label with an identification number indicating wiring closet letter and drop number.
- 5.1.6.** Cables in MDF/IDF closets shall be labeled to clearly indicate the locations at the far end.
- 5.1.7.** All wall drops shall be installed in the provided, available pre-built electrical boxes and conduit and include the appropriate keystone jack.
- 5.1.8.** All drops run for wireless access points (Category 6A) should include the

biscuits or single port keystone jack in the ceiling at the remote end of the run.

- 5.1.9. All cable shall be installed to meet the code and ratings for its installed environment.
- 5.1.10. All data patch panels and termination blocks shall be provided with 15% spare pair port count capacity.
- 5.1.11. Cables shall not be tied directly to any building structure and shall be properly supported always using Industry Standard TIA-569 owner approved cable supports such as cable tray, j-hooks, conduits, sleeves, etc.
- 5.1.12. T. Horizontal cabling shall not be exposed where drop ceilings are not available.
- 5.1.13. In areas where drywall construction has been used, vertical cable runs must be run within the wall and conduit provided and not use surface mount molding, or ducts. Power poles should be avoided unless specifically approved by Dumas ISD.
- 5.1.14. Cables shall not exceed the maximum bend radius of the Manufacturer during the installation of any cable.
- 5.1.15. No more than two (2) 90-degree bends shall occur in a single cable pulling operation. In cases where two (2) 90-degree bends are required, multiple pulling operations shall be performed. **(will not be relevant to this RFP)**
- 5.1.16. An appropriate cable grip as specified by the Manufacturer shall be used for installing cables.
- 5.1.17. All cable shall be hand pulled. No cable winches shall be permitted.
- 5.1.18. **Vendors will be required to mount wireless access points as part of the overall project and the total price provided to this RFP.**

5.2. MDF/IDF ROOMS

- 5.2.1. All cable shall be supported inside the MDF and/or IDF via ladder rack either mounted overhead or vertically on the perimeter walls.
- 5.2.2. All cables, jacks, patch panels, faceplates, punch down blocks, LIUs, racks and other associated equipment with the cabling system shall be clearly labeled with a unique identification system. Additionally, they will match the ANSI/TIA performance rating for the cable or fiber installed.
- 5.2.3. All cables, equipment racks, ladder racks, External IDF, Portable IDF, lightning protection blocks, etc. shall be grounded and bonded per ANSI/TIA-607.
- 5.2.4. Data drops must include the patch cable. The patch cable will match the TIA Category for the wire that has been installed. i.e. Cat 6 cable will have Cat 6 patch cables. **Patch cables will also be color coordinated with the Dumas ISD staff**
- 5.2.5. All patch panels must be rack-mounted.
- 5.2.6. Tie wraps *are not to be used on data cables, Velcro only in closets.*
- 5.2.7. All cables will be appropriately groomed, combed and installed via a cable management system designed for and the same brand (or Dumas ISD approved substitute) as the installed cabling, which will all be coordinated with Dumas ISD.

5.3. System Requirements

- 5.3.1. All cable must have the appropriate jacket rating for its installed environment.
- 5.3.2. All cable will be installed as a home run to the designated MDF/IDF Room.
- 5.3.3. No cable will be spliced.

5.4. Intra-Building Cable Plant

- 5.4.1. Backbone Fiber Optic Cable – Data
- 5.4.2. All fiber optic cable shall be 50/125 OM4 Multi Mode of the appropriate type for length.
- 5.4.3. All fiber optic cable shall have the appropriate jacketing for the environment, usage, and location where the cable is installed. Plenum rated inside of the building. Armored and OSP rated for exterior applications.
- 5.4.4. All fiber optic cable shall be home run from the MDF to each applicable IDF. Twelve strands pulled to each applicable IDF.
- 5.4.5. All fiber optic cable shall be installed with twenty (20) feet of service loop provided at both ends left coiled and secured in the ceiling. Individual cable service loops should be separated, secured by tie wraps and left on the cable tray.
- 5.4.6. No fiber optic cable shall be longer than 2 kilometers.
- 5.4.7. All fiber optic cables shall be terminated with SC or LC type connectors in rack-mounted fiber optic Lightguide Interconnection Units (LIU) with a fan-out kit and all panels, covers, connectors, couplings, and blanks installed in each applicable MDF and/or IDF.

6. Warranties – Cable Manufacturer Certified Warranty for a minimum of twenty-five (25) years- The awarded vendor shall submit and meet all cable Manufacturer System Warranty requirements as specified by Cabling Manufacturer for work completed. If any Cabling Manufacturer System Warranty work is sub-contracted it shall be to a Cabling Manufacturer Certified Installation Company.

- 6.1. ALL applicable warranties for materials and/or workmanship must be delivered to Dumas ISD as part of the RFP response, along with any associated Manufacturer's warranties. In addition, materials and workmanship provided to Dumas ISD must be warranted by the awarded vendor for a minimum period of twenty-five (25) years following final acceptance.
- 6.2. Defects found to be caused by faulty materials or workmanship shall be corrected by the awarded vendor at no cost to Dumas ISD. An example of faulty workmanship is an incorrectly wired jack, or a cable that was damaged due to excessive pulling force or inadequate support.
- 6.3. The period of awarded vendor's warranties for any items herein are not exclusive remedies, and the Dumas ISD has recourse to any warranties of additional scope transmitted by the awarded vendor to the Dumas ISD and all other remedies available.

7. Acceptance of Work

7.1. Dumas ISD will make payments upon final acceptance of the work results.

7.2. Final acceptance of work is defined as follows:

7.2.1. Cables are installed, terminated, tested and certified per specifications, and found to be defect-free

7.2.2. Work performed by the awarded vendor is inspected by the Dumas ISD and found to satisfy the listed requirements

7.2.3. Dumas ISD and the awarded vendor will conduct a final walk-through of each project, noting deficiencies and/or errors in installation or workmanship, creating a punch list of items to be corrected. Work will be accepted upon completion of remediation of all punch list items.

7.2.4. Dumas ISD requires that all newly installed permanent links be certification tested (for Category rated copper and fiber optics). Certification test results must be delivered to Dumas ISD in a manufacturer's tester software.

7.2.5. No cable runs exceed the BICSI specifications (100m copper).

Special Terms and Conditions

- 1.** All items quoted must be new. No refurbished or remanufactured will be accepted.
- 2.** Wireless access point installation should be included as part of the cost for each Category 6a run.

VENDOR DATA SHEET

This page must be complete and submitted as part of any response to this RFP

COMPANY NAME:	
COMPANY ADDRESS:	
TAXPAYER IDENTIFICATION NUMBER (S):	
USAC SPIN Number:	
ORDERS SUBMITTED TO:	
PAYMENTS SUBMITTED TO:	
CONTRACT ADMINISTRATOR INFORMATION:	NAME
	TITLE
	ADDRESS
	PHONE: MOBILE:
	FAX
	EMAIL

FORM OF PROPOSAL

This page must be complete and submitted as part of any response to this RFP, along with an explanation of the **total data network cabling (structured cabling system)** being presented. Attached any documentation necessary which will allow us to more thoroughly understand your RFP response

DATA NETWORK CABLING						
Item	Item	Equipment	Quantity	Labor	Material	Total Cost
1.	Category 6 Drops (including patch panel termination and work area outlet termination)	Data				
2.	Category 6a Drops (including patch panel termination and ceiling biscuit termination)	Access Points				
3.	Fiber Runs	Data Center				
4.	Call Button "Drops"	Data Center				
5.	Two Post Racks (include cable management and	Data MDF/IDF	6			
6.	Misc. Network Supplies (Velcro ties, J Hooks etc.)	Data	-----	-----		
7.	Patch Cables (including 6A patch cables for WAPs)	Data		-----		
8.	Other Items	List items below				
Project Price						
Please refer to enclosed cabling maps for details.						

Other items (number 7 above) listed here:

FORM OF PROPOSAL *page 2*

Total number feet of data cabling to be used during this project _____

Check here if RCDD Certified if not, list equivalent _____

Has your company worked with a General Contractor on a project this large **YES or NO** (circle the correct answer)

Please list references for three previous projects completed by your company of similar size and scope

- 1. _____
- 2. _____
- 3. _____

Assuming uninterrupted work, how long would it take you to complete this project? _____

Can begin work May 1, 2022 if required ? **YES or NO** (circle the correct answer) If NO, please specify start date

Authorized Signature

Date

PROPOSAL SUBMITTAL

Proposals shall be submitted in hard copy paper format using the Proposal Form provided in this solicitation to ensure complete uniformity of wording of all proposals. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Proposal Form. Additional original content information may be attached to the form to further explain the proposal as necessary.

Submittal shall include:

- One (1) original copy of the entire, completed document which shall be clearly marked “original”, manually signed in ink by a person having the authority to bind the firm in a contract,
- Two (2) signed copies of the entire, completed document, which shall be clearly marked “copy” and
- An electronic copy of the entire, completed document in PDF format stored on a memory stick.
- **Please NOTE: If no discrepancies exist** place your signature on the top line of the Discrepancy Page.
- Documentation that CLEARLY outlines and describes the manufacturers warranties of the proposed solution, along with any additional warranties provided by the proposer.
- Any other documentation you would like us to have which may help us evaluate your RFP response.

Any proprietary or confidential information on the proposal document must be clearly marked as such and kept separate in the submittal and marked “Confidential” to separate from the rest of the proposal. Release of confidential information through an open records request is subject to the Texas Attorney General’s discretion.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code states:

“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.”

Subsection (b) of Section 44.034 of the Texas Education Code further states:

“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.”

Please check one of the following:

_____ Offeror is a publicly held corporation. (Advance notice requirement does not apply to a publicly held corporation pursuant to 44.034(c))

_____ Offeror is not owned or operated by anyone who has been convicted of a felony.

_____ Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name(s) of individuals convicted of a felony:

General Description of Conduct Resulting in Conviction:

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by Company to make this certification.

Signature of Authorized Official Title Date

Printed Name

DEBARMENT

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

— No, Offeror is not currently debarred, suspended or otherwise ineligible.

— Yes, Offeror is currently debarred, suspended or otherwise ineligible.

FORM 1295 – CERTIFICATE OF INTERESTED PARTIES

Offeror shall comply with all rules and regulations related to submission of a Form 1295 “Certificate of Interested Parties”, if required, to Dumas ISD. Additional information may be located on the Texas Ethics Commission’s website, see https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

TEXAS RESIDENT INFORMATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Please answer as follows:

_____ Offeror is a resident _____ Offeror is a non-resident.

Offeror’s principal place of business is located in the State of: _____

Complete Mailing Address: _____

City, State, Zip: _____

VENDOR EMPLOYMENT CERTIFICATION

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

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

Yes _____ No _____

MWBE/HUB BUSINESS CERTIFICATION

A proposer that has been certified as a Minority/Women Business Enterprise (also known as a “Historically Underutilized Business” or “HUB” and all referred to in this form as a “MWBE”) is encouraged to indicate its MWBE certification status when responding to this solicitation. Offeror certifies that company has been certified in the following categories: (Please check all that apply)

_____ Minority Owned Business

_____ Women Owned Business

_____ My company has NOT been certified as MWBE.

Certificate Number: _____

Name of Certifying Agency: _____

Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

DEVIATION & COMPLIANCE

If Offeror intends to deviate from the Standard Terms and Conditions, Specifications, or other requirements associated with this solicitation, Offeror must list or reference all such deviations on this form, and provide complete and detailed information regarding the deviations below. Dumas ISD will consider any deviations in its contract award decision, and reserves the right to accept or reject a bid based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, Offeror asserts that it will fully comply with the Standard Terms and Conditions, Specifications, and all other requirements associated with this solicitation if awarded a contract.

List and fully explain any deviations on the included Discrepancy Page.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

PUBLIC DISCLOSURE LAWS

All Proposals, forms, documentation, or other materials submitted by the Offeror to Dumas ISD in response to this RFP may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001) or similar disclosure laws. The Offeror must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that the Offeror considers proprietary or confidential. If the Offeror fails to properly identify the information, Dumas ISD shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. The Offeror will be notified of any third party request for information that the Offeror has identified in this form as proprietary or confidential.

Please check one of the following:

NO, I certify that none of the information included with this Proposal is considered proprietary or confidential.

YES, I certify that this Proposal contains information considered proprietary or confidential and all such information is identified below.

Proprietary/Confidential Information (attach additional sheets if needed):

COPYRIGHT INFORMATION

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

NO, Proposal does not contain copyright information.

YES, Proposal does contain copyright information.

If you responded "YES", please identify the specific documents or pages containing copyright information (attach additional sheets if needed):

“EDGAR” VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When Dumas ISD personnel seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting Proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which *may* be applicable to specific purchases using federal grant funds. This completed form will be made available to Dumas ISD personnel for their use while considering their purchasing options when using federal grant funds.

*For each of the items below, the Offeror should certify the Vendor's agreement and ability to comply, where applicable, by having the Authorized Company Official check and initial the applicable boxes and sign the acknowledgement at the end of the "EDGAR Vendor Certification" section. **If you fail to complete any portion of the following section, Dumas ISD will consider the Vendor's response as "NO", the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact Dumas ISD's ability to purchase from the Vendor using federal funds.***

ITEM 1 - VENDOR VIOLATION OR BREACH OF CONTRACT TERMS:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Provisions regarding Vendor default are included in the Dumas ISD "Terms of Contract". Any Contract award will be subject to such "Terms of Contract", as well as any additional terms and conditions in any Purchase Order or ancillary contract agreed upon by Vendor and Dumas ISD, which must be consistent with and protect Dumas ISD at least to the same extent as the "Terms of Contract" located in this RFP.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification – Item 1

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 2 – TERMINATION FOR CAUSE OR CONVENIENCE:

For any Dumas ISD purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

Dumas ISD may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days' advance written notice to the Vendor. If this Agreement is terminated in accordance with this paragraph, Dumas ISD shall only be required to pay the vendor for goods or services delivered to Dumas ISD prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the service center has paid the Vendor for goods and services not yet provided as of the date of termination the vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Dumas ISD purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the purchase order or ancillary agreement agreed to by the Vendor, the alternate Dumas ISD provision shall control.

Vendor Certification – Item 2

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 3 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Where applicable, for all contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor 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 rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification – Item 3

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 4 – RIGHT TO INVENTIONS MADE UNDER A CONTRACT OF AGREEMENT:

If Dumas ISD’s Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification – Item 4

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 5 – CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended - Contracts and 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification – Item 5

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 6 – DEBARMENT AND SUSPENSION:

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify Dumas ISD if the Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification – Item 6

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 7 – BYRD ANTI-LOBBYING AMENDMENT:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification – Item 7

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 8 – PROCUREMENT OF RECOVERED MATERIALS:

For purchases utilizing Federal funds, the 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 Dumas ISD may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor Certification – Item 8

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 9 DOMESTIC PREFERENCES FOR PROCUREMENT: DOMESTIC PREFERENCES

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" "means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products "means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber and lumber.

Vendor Certification – Item 9

YES, I agree to the above. (Initial: _____)

NO, I do NOT agree to the above. (Initial: _____)

ITEM 10 – BAN ON FOREIGN TELECOMMUNICATIONS: BAN ON FOREIGN

TELECOMMUNICATIONS

Federal grant funds may not be used to purchase equipment services, or systems that use covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment any, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Vendor Certification – Item 10

YES, I agree to the above. (Initial: _____)

NO, I do NOT agree to the above. (Initial: _____)

ITEM 11 – PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, Dumas ISD may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required, the Vendor agrees to provide information and negotiate with Dumas ISD regarding profit as a separate element of the price for a particular purchase. However, the Vendor agrees that the total price, including profit, charged by Vendor to Dumas ISD shall not exceed the awarded pricing, including any applicable discount, under the Vendor's Contract with Dumas ISD.

Vendor Certification – Item 11

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 12 – GENERAL COMPLIANCE AND COOPERATION WITH DUMAS ISD

In addition to the foregoing specific requirements, the Vendor agrees, in accepting any Purchase Order from Dumas ISD, it shall make a good faith effort to work with Dumas ISD to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification – Item 12

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 13 – NON-COLLUSION STATEMENT

The Vendor certifies under penalty of perjury that your response 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.

Vendor Certification – Item 13

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 14 – DAVIS-BACON ACT

[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor 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 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor Certification – Item 14

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 15 – BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

Vendor Certification – Item 15

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

ITEM 16 – 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."

Vendor Certification – Item 16

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name

ANTITRUST CERTIFICATION STATEMENT – 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 the behalf of the company, corporation, firm, partnership, or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

Company Name:

Address:

City, State, Zip:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

HB 89 VERIFICATION

The 2017 Texas Legislature enacted House Bill 89 (codified in chapter 2270 of the Texas Government Code). As of September 1, 2017, state law requires written verification by a for-profit company before a local government (city, school district, etc.) may enter into a contract with the company for goods or services.

STATEMENT: “I verify that the company named below, does not boycott Israel and will not boycott Israel during the term of the above referenced contract.”

Definition: “boycott” 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 in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Company Name:

Address:

City, State, Zip:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES (AS APPLICABLE)

Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to Dumas ISD that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Dumas ISD will be the final arbiter of what constitutes continuing duties and direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by Dumas ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to Dumas ISD that: (check one)

_____ None of Contractor 's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

_____ Some or all of Contractor 's employees are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Dumas ISD in writing within 3 business days.
3. Upon request, Contractor will provide Dumas ISD with the name and any other

requested information of covered employees so that Dumas ISD may obtain criminal history record information on the covered employees.

If Dumas ISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at Dumas ISD.

I also certify to Dumas ISD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

**SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES
CERTIFICATION**

Signature of Authorized Official: _____

Title: _____

Date: _____

**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, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to Dumas 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 above-named Company, business or individual with Dumas ISD.**

This statement will also be included in any contract that may results from this procurement.

Pursuant to Texas Government Code Sections 2274.001:

- 1. “Discriminate against a firearm entity or firearm trade association” means, with respect to the entity or association, to:*
 - a. Refuse to engage in the trade of any goods or services.*
 - b. Refrain from continuing an existing business relationship.*
 - c. Terminate an existing business relationship, or*
 - d. Otherwise express a prejudice against the entity or association.*
- 2. Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; 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, limited liability partnership, or limited liability company,*

including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS DUMAS ISD, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON DUMAS ISD'S RELIANCE ON THIS VERIFICATION.

Exempt due to (selection applicable condition):

_____ Sole Proprietorship

_____ 10 or fewer employees

Signature of Company Representative

Date

Printed Name

Title

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with Dumas ISD.

**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 2, Subtitle F, Title 10, as amended by adding Chapter 2274 (TX SB 13)/2021-2022/87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to Dumas ISD that the Company:

3. Does not boycott energy companies; and
4. Will not boycott energy companies during the term of the contract (if any) between the above-named Company and Dumas ISD.

This statement will also be included in any contract that may result from this procurement.

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

5. *“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:*
 - a. *Invests in or assists in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy; or*
 - b. *Does business with a company described in Paragraph (a).*
6. *“Listed company” means a company listed by the comptroller under Section 809.051.*
7. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE DUMAS ISD, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON DUMAS ISD’S RELIANCE ON THIS VERIFICATION.

Chapter 809 (VERIFICATION)

Exempt due to (selection applicable condition):

_____ Sole Proprietorship

_____ 10 or fewer employees

Signature of Company Representative

Date

Printed Name

Title

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with Dumas ISD.

SB 252 CERTIFICATION

The 2017 Texas Legislature enacted Senate Bill 252 (codified in chapter 2252 of the Texas Government Code) relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization.

Definitions:

“Foreign Terrorist Organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

“Governmental Contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or public works project or for purchase of supplies, materials or equipment. This term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code.

STATEMENT: I hereby certify that _____
(Company/business name) is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Dumas ISD.

Company Name:

Signature of Company’s Authorized Official:

Print Name:

Title: _____ Date: _____

CERTIFICATION LETTER

(must be completed and returned with response)

I certify that I have read and understand the terms and conditions herein. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP response, I/ we guarantee and certify that all items included in my bid meet or exceed specifications or a specific discrepancy is listed.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the RFP and certify that I am authorized to sign this bid for the Contractor.

SUBMITTED BY _____

DATE _____

TITLE _____

E-MAIL _____

COMPANY NAME _____

ADDRESS _____

City _____ State _____ Zip _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

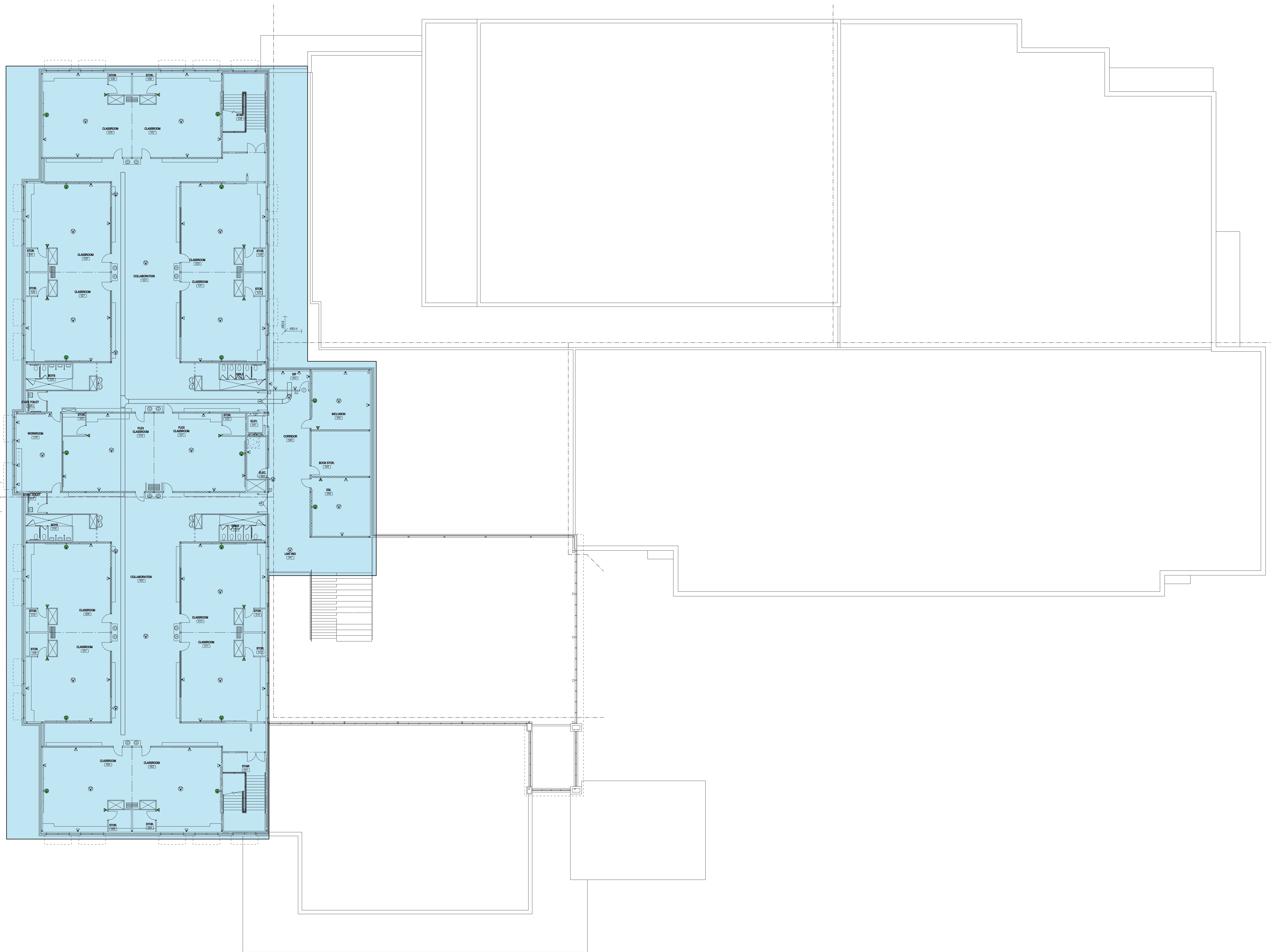
SIGNATURE _____

When signed, this bid becomes legal and binding to Dumas ISD and is acknowledgement that all specifications and terms and conditions have been read and understood.



1/16 inch = 1 foot

IDF2



1/16 inch = 1 foot