

**Gregory-Portland ISD
Request for Proposal
RFP#2223-06**

Phone Equipment Replacement
5-Year lease/purchase option

I. Background Information

The Gregory-Portland ISD (GPISD) wishes to receive bid proposals for the replacement of the District Cisco voice over IP Phone system to Webex service.

The District has ten (10) school facilities and a District office that are currently utilizing Cisco Voice over IP phone system. The district would like proposals to replace the cisco equipment and move to webex cloud phone service utilizing a 5-year lease/Purchase Option.

The district will also be renewing Smartnet and licensing for its Firepower firewalls and replacing its Cisco Firepower Management Center Chassis. The district will also be renewing licensing for Cisco Umbrella. Additionally, the district will be renewing Smartnet for its Catalyst 9400 series core switch and Cisco ISR 4351 router that will continue to provide PSTN access for this project. All these items are desired to be included in a 5-year lease/Purchase Option agreement. Details are listed in Appendix A.

II. Instructions to vendors

1. Written response packets shall be submitted to:
Chris Casarez, Purchasing Coordinator
1200 Broadway Blvd.
Portland, TX 78374
2. All responses must be received at the District office at 1200 Broadway Blvd. Portland, TX 78374 no later than August 24, 2023 at 2:00pm. Responses must be submitted in a sealed envelope clearly labeled " RFP#2223-06: Phone Equipment Replacement."
3. Questions regarding the RFP shall be directed to:
Andrew Guerra
AGuerra@G-PISD.ORG
FAX: (361) 777-4264

All questions must be submitted in writing via fax, email or letter no later than August 17, 2023, at 3:00pm CST. Proposals should be accompanied by brochures and product cut sheets providing technical specifications for services and systems described in this RFP. If the literature differs in any manner from the systems and equipment being proposed, the differences must be explained.

4. The vendor will provide a copy of its scope of work explaining the work associated with the RFP.
5. Vendor shall complete bid proposals form for pricing submittal and additional attach a detailed breakdown of costs.
6. A Five (5) year lease agreement shall be proposed and an Outright Purchase Option shall be proposed.
7. The vendor shall provide a minimum of three (3) references consisting of similar work and scope.
8. Vendor shall provide company/organization, address, contract name and telephone number.

The sites and physical addresses to which the services shall be delivered are:

- a. Administration Office: 1200 Broadway Blvd. Portland, TX 78374
- b. Student Support Services: 1100 Lang Rd. Portland, TX 78374
- c. East Cliff Elementary: 1140 Broadway Portland, TX 78374
- d. S.F. Austin Elementary: 308 N. Gregory St. Gregory, TX 78359
- e. Gregory-Portland Middle School: 4200 Wildcat Dr. Portland, TX 78374
- f. Gregory-Portland High School: 4601 Wildcat Dr. Portland, TX 78374
- g. T.M. Clark Elementary: 2250 Memorial Parkway, Portland, TX 78374
- h. Maintenance/Transportation building: 502 N. Gregory, Gregory, TX 78359
- i. Gregory- Portland Annex Building: 4600 Wildcat Dr. Portland, TX 78374
- j. W.C. Andrew's Elementary: 4015 Moore Avenue, Portland, TX 78374+

III. Summary

a. High Level Summary:

- i. Customer requires a migration of existing users and devices from Cisco Communications Manager (CUCM) to Cisco WebEx Calling (WXC) including e911 features. The responding partner is required to assist with discovery of existing environment, configuration of WXC based on existing users/devices in CUCM, end user training, administration training, and production cutover from CUCM to WXC in a single maintenance window.

ii. Vendor Requirements:

b. Cisco (WebEx Calling)

- i. Refer to Cisco BOM

c. Licensing Requirements

- i. 650 staff members – include device registration for physical and/or softphone/app, voicemail, and inbound/outbound dialing capabilities (on-net and off-net).
- ii. 10 common area phones (ex: conference phone, lobby phone, etc.) require inbound/outbound dialing capabilities (on-net and off-net).

d. PSTN Requirements

- i. PSTN for Webex Calling will be via local gateway deployment model and usage of district's existing T1 / PRI and terminating into existing Cisco ISR4K Router.

e. Feature Requirements

- i. US Based cloud phone system with standard capabilities including Auto Attendants, Call Queuing, Ring Groups, Hunt Pilots, Call Park, Single Number Reach, and Centralized management (cloud based).
- ii. E911 –
 - 1. Ability to dial 911 without a prefix and notification of a 911 call in process (notification to customer provided email)
 - 2. Provides customer the toolset to become and stay in compliance of Kari's Law
 - 3. Customizable dispatchable Locations for on-site and remote users.
 - a. Provides customer the toolset to become and stay in compliance of Ray Baum's Act

f. Professional Services Requirements

- i. Partner is required to create up to 20 auto attendants for call distribution to departments based on existing Cisco Unity Connection ACD's.
- ii. Partner is required to create up to 50 locations for e911 purposes in Cisco/RedSky for physical locations to be provided during 911 calls to PSAP (ex: High School Gym, High School Cafeteria, Building 101 – Floor 2 – Office 101, etc.).
- iii. Partner is required to train customer to add additional granularity and/or update system independently to complete compliance requirements and/or stay in compliance with these and/or other regulations.
- iv. Partner is required to associate remote users with licensing for RedSky e911 purposes, and train customer on their requirements to do independently (installing applications on end users' devices, monitoring existing status of user addresses, etc.)
- v. Partner is required to provide end user training to customer assigned staff for usage of new physical phone, softphone (WebEx), and RedSky e911 address updates (softphone users).
- vi. Partner is required to provide administration training for IT staff responsible for the common daily maintenance of the system including MACD's (Moves/Adds/Change/Delete) of users, devices, 911 notifications, and e911 location information.
- vii. In advance of the customer migration from Cisco CUCM to Webex Calling (Cloud) customer will physically install new Cisco phones in the existing CUCM on premise environment to replace phones that are not compatible for a mass / single cutover MPP migration to the cloud.
- viii. Partner is required to provide guidance on migration method customer can use. This knowledge transfer is expected to consume up to 90 minutes and can be done remotely during a video conference call where screens can be shared to show the recommended method(s).

- ix. Partner is required to migrate existing users and devices from CUCM to WXCC based on existing configurations in CUCM. This can be based on migration tools and/or manual methods based on Partner preference.
- x. Partner is required to perform migration from CUCM to WebEx Calling in an assigned maintenance window where ALL phones are migrated during a single event.
- xi. Partner is required to prepare PSTN services for WebEx Calling based on Local Gateway Model via existing T1/PRI on existing Cisco ISR4K Router.

g. Considerations

- i. Preparation for migration can be done remotely. Partner is expected to conduct a single day of discovery on-site in advance of migration and be on-site during the migration event from CUCM to WXC and during Day 1 Support after the migration.
- ii. No integration's into existing Intercom or overhead paging are required.
- iii. No sidecars are currently required for phones that are currently being replaced during this migration. If sidecars (KEM's) are required customer will process change request to leverage 8851 phones that allow addition of a sidecar. 8851 and sidecars are not in existing scope and would require a change request at cost to customer for hardware and any professional services required to accommodate.
- iv. Customer has Xmedius Fax solution today which is not considered part of this requested work effort. Based on limited usage of Xmedius and the cost to leverage a 3rd party within WebEx Calling to match Xmedius feature set customer will not be leveraging WebEx Calling to match Xmedius features. Customer will independently migrate Xmedius to their cloud product and/or retire usage of Xmedius.
- v. It is understood that a WebEx Calling user with a professional license can have inbound fax capabilities if they are provided a second DID. Customer may leverage this to accommodate inbound faxing (with optional email notification) and it is understood this does not enable outbound faxing.

IV. Evaluation of Proposals

1. The owner reserves the right to reject any and all proposals, to waive any formalities and to disregard all nonconforming, non-responsive or conditional proposals.
2. The owner intends to select a proposal on a most cost effective and "Best Value Basis" based upon the owner's selection criteria and available funding for this project, using prices as the primary factor as indicated in the selection criteria and weightings specified herein. Reference included by the vendor in the "SOQ Questionnaire" or list of references form may be contacted. Other references may be contacted. Qualifications points will be awarded based upon reference responses to standardized questions (pertinent to qualification categories) asked by the representative of the owner, and other information supplied in the proposal. The selection criteria and weightings are:

Total Points	200 points
Price	100 points
Prior experience with GPISD	20 points
Reputation of Vendors and Vendor's goods or services	20 points
Ability to handles GPISD maintenance needs	20 points
Contract and Technical merit	20 points
5 Year lease percentage rate	20 points

V. Terms and conditions

1. GPISD intends to enter into a Five-year lease with Five equal one-year payments and the option to outright purchase the equipment for the contract awarded under this RFP.
2. GPISD will reserve the right to terminate any contract signed without penalty, due to noncompliance of any products and or services listed in the contract, of which this request for proposal, all marketing materials and the response to the RFP have become part. While GPISD may provide a 30 day written notices for contract termination, GPISD reserves the right to grant the vendor a grace period of 30 days to resolve noncompliance issues. Application of this and additional grace periods will be granted at the discretion of GPISD. GPISD will not waive its future rights of contract termination should they decide to waive their rights due to any "noncompliance" issue.
3. The successful Response to this RFP and any GPISD generated Amendments to this RFP shall all become an integral part of any Vendor / GPISD contract resulting from this RFP.
4. Any agreement reached with vendor will supersede any existing agreement(s) with vendor for services covered under the agreement.
5. Vendor guarantees that all contracted work shall be managed by a qualified and designated Vendor project manager, who shall:
 - a. Attend all scheduled project status meetings;
 - b. Be available to GPISD at all reasonable times and respond to GPISD's questions, problems and/or concerns in a timely manner;
 - c. Be on-site at scheduled times to inspect work progress;
 - d. Will provide a weekly report of the status of the maintenance run and any support tickets during the contract year.
6. The designated Vendor project manager for this project, whose name and phone numbers (office and cellular) shall be provided to GPISD prior to any on-site work under the agreement shall:
 - a. Be Vendor's single point-of-contact to GPISD;
 - b. Have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.
 - c. Be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.
7. Gregory-Portland Independent School is not liable for any cost associated with the preparation or presentation if any proposals.
8. Proposals submitted to the District will not be returned to the bidder.

9. Gregory-Portland Independent School District has the right to cancel this RFP at any time and to reissue it for any reason whatsoever
10. Gregory-Portland Independent School district reserve the right to negotiate any alterations to bid specifications due to oversight or error
11. Vendor further agree that the vendor is and, during the period of any contract resulting from any award under this request proposal will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations, (41CFR part 60).

VI. Insurance and Indemnity

1. **Public Liability Insurance**, Vendor must provide GPISD with evidence of public liability Insurance in an amount not less than \$500,000 for one (1) person injured in any one (1) accident and not less than \$1,000,000 for more than one (1) for more than one (1) person in any one (1) accident, naming GPISD, its officers and agents as an additional insured. A certificate of insurance will be required.
2. **Workers compensation insurance**, Vendor must provide GPISD with a copy of a certificate of insurance, a certificate of authority to self- insure by the Texas workers compensation commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-84), showing statutory workers compensation insurance coverage for the persons or vendor's employees providing services on the project, for the duration of the project.
3. **Automobile Liability Insurance**, Vendor must provide GPISD with evidence of automobile liability insurance covering all vehicles owned by, hired by, or used on behalf of the vendor, with a minimum combined single limit of \$1,000,000.
4. **Indemnity**, Vendor shall defend, indemnify and hold harmless GPISD, its agents and employees, form all suits, actions, claims, damages, losses, costs and expenses of every kind and description to which GPISD, its agents or employees may be subjected by reason of injury, including death, to persons, or damages to property resulting from or growing out of any act of commission or omission by the vendor, its agents or employees, or its subcontractors.

VII. Other Required Submittals. The following additional materials must be submitted with the vendor's proposal: (items 1 through 7 are attached)

1. Bid/ proposal form
2. Statement of Qualifications
3. List of References form
4. Conflict of interest questionnaire
5. Felony Conviction notice
6. Non- Collusion statement
7. Suspension of Debarment Certificate
8. Vendor's sample 5-year contract
9. Vendor's sample Outright Purchase contract
10. Contract addendum (prohibition on the contracts with companies boycotting Israel)

Bid Proposal Form

Gregory-Portland ISD
Phone service 5-year lease/Purchase Option
1200 Broadway
Portland, TX 78374
361-777-1089 opt. 1

Due Date: August 24, 2023
Due Time: 2:00 PM CST

This bid responds to all specifications as contained in the said notice, except that deviations from said specifications are noted on the attached pages.

Cloud Phone service

Pricing for: Cost of Cloud phone service

Other: _____

\$_____ Total Implementation Cost (including taxes and fees)

Pricing for: Cost of Cloud phone service 5-year lease

Other: _____

\$_____ Total Implementation Cost (including taxes and fees)

By signing below, I attest that I am authorized representative/agent and that I am authorized by my signature to bind this company contractually.

Billing Terms _____ Date _____

Vendor's Company Name _____

Signature _____

Name and Title _____

Address _____

City/State/Zip _____

Telephone (____) _____ Fax (____) _____

Contact Person _____

Contact Phone (____) _____ Fax (____) _____

Appendix A

Part Number	Quantity	Part Description	Service Duration	Unit List Price	Extended List Price	Included Item	Start Date	End Date	Notes
WebEx Calling EDU (w/ T1's Service, Local Gateway Model)									
A-FLEX-3	1	Collaboration Flex Plan 3.0	-	\$ -	\$ -	No	7/13/2023	7/12/2028	Requested For : 60.00 Months Billing Frequency : Prepaid Term
SVS-FLEX-SUPT-BAS	1	Basic Support for Flex Plan	-	\$ -	\$ -	No			
A-FLEX-NUCL-P-E	660	NU Webex Calling Professional for Education	60	\$ 12.50	\$ 495,000.00	No			Named User WebEx Calling Pro EDU
A-FLEX-C-PRO	660	Webex Calling Entitlement	-	\$ -	\$ -	No			
A-FLEX-P-CALL	660	Prem to Webex Calling / UCM Cloud	-	\$ -	\$ -	No			
A-FLEX-FILESTG-ENT	12200	File Storage Entitlement	-	\$ -	\$ -	No			
A-FLEX-PROPACK-ENT	660	Pro Pack for Cisco Control Hub Entitlement	-	\$ -	\$ -	No			
A-FLEX-MSG-NU-ENT	660	Messaging Named User Entitlement (1)	-	\$ -	\$ -	No			
A-FLEX-ERC	-	Emergency Response Center Call fee per location search US	-	\$ 43.00	\$ -	No			Exclude from Lease. Usage Fee: Applicable for 911 Call that has to route to National PSAP for Location
A-FLEX-EDU-CUST	1	Education Customer	-	\$ -	\$ -	No			
IP Phones									
CP-7841-K9=	64	Cisco UC Phone 7841	-	\$ 427.13	\$ 27,336.32	No			
CP-7821-K9=	168	Cisco UC Phone 7821	-	\$ 301.50	\$ 50,652.00	No			
Umbrella DNS Security for EDU									
UMBRELLA-SUB	1	Umbrella Cloud Security Subscription	-	\$ -	\$ -	No	7/5/2023	7/4/2028	Requested For : 60.00 Months Billing Frequency : Prepaid Term
UMB-INSIGHTS-K9	600	Umbrella Insights	-	\$ 42.36	\$ 127,080.00	No			
UMB-SUPT-B	1	Umbrella Support - Basic	-	\$ -	\$ -	No			
FMC1600 w/ 5YR SNT Smartnet									
FMC1600-K9	1	Cisco Firepower Management Center 1600 Chassis	-	\$ 29,235.01	\$ 29,235.01	No			
CON-SNT-FCM1600K	1	SNTC-8X5XNBD Cisco Firepower Management Center 1600 C	60	\$ 3,491.00	\$ 17,455.00	No			5YR / 60Mo SNT 8x5xNBD Smartnet from Hardware Ship Date
SF-FMC-7.0.1-K9	1	Cisco Firepower Management Center Software v7.0.1	-	\$ -	\$ -	Yes			
FMC-M5-PS-AC-770W	2	Cisco FMC 770W AC Power Supply	-	\$ -	\$ -	Yes			
CAB-9K12A-NA	2	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	-	\$ -	\$ -	No			
FMC-M5-NIC-SFP	1	Cisco FMC X710-DA2 dual-port 10G SFP+ NIC	-	\$ -	\$ -	Yes			
FMC-M5-MRAID-12G	1	Cisco FMC 12G Modular RAID controller with 2GB cache	-	\$ -	\$ -	Yes			
FMC-M5-SD-32G	1	Cisco FMC 32GB SD Card Module	-	\$ -	\$ -	Yes			
FMC-M5-TPM-2.0	1	Cisco FMC Trusted Platform Module 2.0	-	\$ -	\$ -	Yes			
FMC-M5-MSTOR-SD	1	Cisco FMC Mini Storage Carrier Card for SD (holds up to 2)	-	\$ -	\$ -	Yes			
FMC-M5-HDD-1.2TB	2	Cisco FMC 1.2TB 12G SAS 10K RPM SFF HDD	-	\$ -	\$ -	Yes			
FMC-M5-CPU-I4215	1	Cisco FMC 2.4 GHz 4215 Processor, 13.75MB Cache, 8 Core	-	\$ -	\$ -	Yes			
FMC-M5-MEM-A-16GB	2	Cisco FMC 16GB DDR4-3200-MHz RDIMM/PC4-21300/Single Rank	-	\$ -	\$ -	Yes			
x2 FPR4112 Threat Defense & Malware									
L-FPR4112T-TM=	2	Cisco FPR4112 Threat Defense Threat and Malware License	-	\$ -	\$ -	No			
L-FPR4112T-TM-5Y	2	Cisco FPR4112 Threat Defense Threat and Malware 5Y Subs	60	\$ 162,067.02	\$ 324,134.04	No	8/21/2023	8/20/2028	
x25 AnyConnect Plus									
L-AC-PLS-LIC=	25	Secure Client Advantage Term License, Total Unique Users	-	\$ -	\$ -	No			
L-AC-PLS-5Y-S1	25	Cisco AnyConnect Plus License, 5YR, 25-99 Users	60	\$ 22.58	\$ 564.50	No	7/12/2023	7/11/2028	
Cisco Smartnet									
CON-SNT-FPR41FWK	2	SNTC-8X5XNBD Cisco Firepower 4112 NGFW Appliance, 1U,	60	\$ 8,973.00	\$ 89,730.00	No	9/11/2023	9/10/2028	S/N: JMX2437L00N JMX2437L00P
CON-SNT-C9407R9A	1	SNTC-8X5XNBD Catalyst 9400 Series 7 slot, Sup, 2xC940	60	\$ 1,676.00	\$ 8,380.00	No	10/9/2023	10/8/2028	S/N: FXS2236Q1GM
CON-SNT-ISR4351K	1	SNTC-8X5XNBD Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G	60	\$ 1,495.81	\$ 7,479.05	No	8/2/2023	8/1/2028	S/N: FLM2218V15G

\$ 1,177,045.92

Reference Request Form

All vendors are required to provide a minimum of three (3) references as part of your bid submittal for similar projects in Texas in the last three (3) years. Failure to provide references will cause your proposal to be rejected as non-responsive.

Name of Firm: _____

Firm Address: _____

Contact Person with Phone # _____

Project Description _____

Name of Firm: _____

Firm Address: _____

Contact Person with Phone # _____

Project Description _____

Name of Firm: _____

Firm Address: _____

Contact Person with Phone # _____

Project Description _____

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.

FELONY CONVICTION NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) 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 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) 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 contact.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name _____

Authorized Company
Official's Name (please print) _____

A. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official _____ Date: _____

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

Name of Felon(s) _____

Details of Conviction(s) _____

Signature of Company Official _____ Date: _____

C. My firm is a publicly owned, Stock-exchange Corporation; therefore, this reporting requirement is not required.

Signature of Company Official _____ Date: _____

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (____.36)

Vendor Name _____

Authorized Company Official's Name _____

Signature of Company Official _____ Date _____

Vendor E-mail Address _____

Vendor Telephone Number _____