

# Gregory-Portland ISD Request for Proposal

Wide Area Network Services  
RFP#ERFY27-01  
E-Rate Funding Years (2024-2025)

## I. Background Information

The Gregory-Portland ISD (GPISD) wishes to receive bid proposals for Wide Area Network services for E-RATE funding year 27 (2024-2025) that is renewable at the discretion of G-PISD for two additional one-year terms for funding years 2025-2026 and 2026-2027.

The District has seven (7) school facilities and a District office that are currently connected by a 10GB leased lit fiber. Each campus is currently connected via an IP point to point fiber connections to both the MDF data center housed at food services and our second data center housed at WC Andrews elementary. Vendor currently supplies all hardware necessary to light the fiber and provides all necessary SFP optics and patch cords to interconnect with GPISD network. GPISD currently handles routing through its own infrastructure running OSPF and each location has a layer 3 switch. New fiber connection will be needed for our Early Childhood Center. The Fiber connection at our Annex building will need to move to the High School Campus. The existing WAN contract expires on 6/30/2023. The District wishes to receive vendor proposals for the period of 7/1/2024 to 6/30/2025, with an option to renew for two additional one-year terms. This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and GPISD may or may not undertake it at its sole discretion.

## II. Instructions to vendors

1. Written response packets shall be submitted to:  
Chris Casarez  
Purchasing Coordinator  
Gregory-Portland ISD  
1200 Broadway  
Portland, TX 78374
2. All responses must be received at the District Office at 1200 Broadway, Portland, TX 78374 no later than February 15, 2024 at 2:00 pm. Responses must be submitted in a sealed envelope clearly labeled "RFP#ERFY27-01"
3. GPISD WAN Service Proposal."
4. Questions regarding the RFP shall be directed to:  
Andrew Guerra, Technology Director  
[aguerra@g-pisd.org](mailto:aguerra@g-pisd.org)

All questions must be submitted in writing via fax, email or letter no later than February 5, 2024, at 3:00 pm 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.

5. The vendor will provide a copy of its Service Level Agreement (SLA) indicating response times on all network outages, Resolution Management for such outages and an Escalation List. Identify and list all intended subcontractors to be used for this project. The selected vendor shall be responsible to the District for all work performed either by its own personnel or its subcontractors.
6. The vendor will assign a qualified and experienced Project Manager and will provide the resume of projects for the past 5 years.
7. Vendor shall include the installation (one time) costs and monthly (recurring) costs individually for all sites. Vendors shall complete Bid Proposal form for pricing submittal and additionally attach a detailed breakdown of costs.
8. A three (3) year contract shall be proposed, with an initial term of one year, plus the option to renew for two additional one-year terms. Future contracts and/or renewals will be at the discretion of the GPISD. Sample contract to be included with the response.
9. The vendor shall provide a minimum of three (3) references consisting of similar work and scope.
10. Vendor shall provide company/organization, address, contact name and telephone number.
11. GPISD will be applying for E-rate funding for this project. Vendor's proposal must demonstrate Vendor's knowledge and experience, and a successful track-record, in dealing with E-rate funded projects and in compliance with E-rate program rules. E-rate applications will be submitted using the successful Vendor's SPIN number. Vendor must provide their SPIN number in their proposal. GPISD reserves the right to cancel the project, or any part of the project, upon failure to receive E-rate funding.

### **III. WAN Service Requirement**

The Wide Area Network service requires:

1. The Gregory-Portland Food Service building - is to serve as the aggregation point for the network.
2. All GPISD remote school sites shall aggregate to the Gregory-Portland Food service building.
3. All remote school sites and the Gregory-Portland Administration Building shall have a data connection to the Gregory-Portland Food service building with a 10 Gbps full duplex capability minimum.
4. The district desires the ability to increase bandwidth in the future to meet demand. Proposals shall include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands.
5. The Contractor/Carrier shall deliver the full band width at each school and Administration building directly to the GP food service building on a full availability basis, 24/7. This service can be aggregated at the design of the carrier so as not to have individual circuits terminating directly at the Gregory-Portland Food Service building. If aggregation is proposed, provide detailed technical information about the methods and technologies used.
6. District is inquiring on a topology that would allow for connectivity to all campuses if GP Food Service Building lost connectivity.
7. Vendor shall provide detailed design proposals including physical fiber layout, logical design, and any routing or other technical requirements for the district.
8. The service at all sites shall terminate on 10 GB fiber connection. The exact site of the demark shall be determined by GPISD technical staff in the MDF at the sites listed in section III-16 of this RFP.
9. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the

campuses and the District Office or some other “partitioning” scheme. The Vendor is directed to describe in detail how this will work in their proposal. Each link must be redundant so if a link goes down, the other links are still connected to the Gregory-Portland Food Service Building.

10. The vendor shall specify that this network is a managed solution, and the vendor will provide all necessary hardware and software accordingly.
11. Network outage resolution should be coordinated with GPISD technical staff.
12. An uptime guarantee of 99.9% or better shall be provided 24 hours/day, 7 days/week. The vendor Must provide easy access to help desk and repair service. A clear procedure must be defined for severe problem escalation with response times delineated in the proposal. The vendor must specify penalties for failure to comply with the SLA and method for collecting any monetary compensation due to SLA violation. SLA should include guaranteed latency, jitter, and packet loss levels and a way for the customer to monitor those levels.
13. The circuits shall be capable of carrying multiple data services such as computer networks, Voice over IP, digital video, etc. Vendor must specify QOS capabilities of the circuits and procedure for implementing QOS services across the links. Vendor should specify whether QOS is included or if set up requires additional rates.
14. All equipment including but not limited to router, cabling, connectors, necessary to provide this connectivity shall be provided by the vendor. All Electronic equipment shall have UPS – Battery Backup for a period of not less than 2 hours. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack.
15. Currently MDF’s have two-post racks in each location with a minimum of 2U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.
16. Contract must provide cancellation of services without penalties if a District location is closed. District may cancel services to the school without penalties after a 30-day notice to vendor.
17. The sites and physical addresses to which the services shall be delivered are:
  - a. Administration Office: 1200 Broadway St. 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. Portland, 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. Administration Annex: 4600 Wildcat Dr. Portland, TX 78374
  - h. T.M. Clark Elementary: 2250 Memorial Parkway, Portland, TX 78374
  - i. W.C. Andrew’s Elementary: 4015 Moore Avenue, Portland, TX 78374
  - j. Early Childhood Center: 1201 Daniel Moore Ave. Portland, TX 78374
  - k. Gregory-Portland Food Service Building: 200 Fulton Place, Portland, TX 78374

#### **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 price as the primary factor as indicated in the selection criteria and weightings specified herein. References included by the Vendor in the “SOQ Questionnaire”, or List of References Form may be contacted. Other references may be contacted. Qualification 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:

Price	100 points
Prior Experience with GPISD	20 points
Reputation of Vendor and Vendor's goods or services	20 points
Ability to handle GPISD WAN needs	20 points
SLA and Technical merit	20 points
Total Points	180 points

**V. TERMS AND CONDITIONS**

1. GPISD intends to enter into an initial one-year term for the contract awarded under this RFP. This contract will be for data communication services which cover the initial period between July 1, 2024 and June 30, 2025, with possible extensions through June 30, 2027. The contract should also cover turnkey implementation of CPE electronics and associated management software implementation (with adds/deletes made under an agreed pricing schedule).
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 a part. While GPISD may provide a 30-day written notice 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 it decide to waive its rights due to any 'noncompliance' issue.
3. GPISD reserves the right to terminate all or part of the contract due to non-appropriation of funds, or failure to receive E-Rate funding.
4. On a semi-annual basis, vendor shall meet with GPISD to review any new rate plans and service options, including additional discount plans, that become available and that may be useful to GPISD. Vendor shall also provide GPISD with written notice and copies of any revisions of the tariffs pursuant to which GPISD obtains service.
5. 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.
6. Any agreement reached with vendor will supersede any existing agreement(s) with vendor for services covered under the agreement.
7. GPISD is requiring a turn-key installation of any CPE electronics and associated management software required to implement the services contemplated by this RFP. Vendor shall acquire and provide all rights of way, labor, equipment, materials, permits, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Vendor MUST include in its Price, all design, engineering, permit, delivery, installation, testing, taxes and warranty costs associated with the proposed Services and Systems.
8. 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 timely manner;
  - c. be on-site at scheduled times to inspect work progress;
  - d. be on-site during critical phases of work, including systems testing and cutover.

9. 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.
10. Vendor agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with the local telephone company and systems vendors on behalf of GPISD during the implementation period.
11. All installation, warranty, and post-warranty maintenance of the acquired systems resulting from this RFP shall be performed by fully qualified, Vendor-employed personnel unless otherwise stipulated by mutual agreement in the finalized sales contract. Vendor shall not contract for or permit any subcontract work to be performed without prior written authorization of GPISD. The selection of subcontractors must be acceptable to GPISD; such acceptance shall not be unreasonably withheld. Every subcontractor performing work on the Project or Services on behalf of Vendor shall be bound by the conditions and provisions of the Agreement as applicable to its work. Nothing contained in any Vendor/ GPISD Agreement shall create any contractual relations between the subcontractor and GPISD. Vendor shall be fully responsible to GPISD for the acts and omissions of its subcontractors. Vendors must provide in their Proposals:
  - a. The complete names and addresses of all subcontractors proposed to be used;
  - b. The type and percentage of work each proposed subcontractor will be providing;
  - c. Each proposed subcontractor's qualifications to perform such work:Substitution of any proposed subcontractor will only be allowed after prior written permission is received from GPISD. GPISD reserves the right to reject any proposed subcontractor for reasonable cause.
12. Successful bidder agrees to bill and receive portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company (USAC), and/or the Schools and Libraries Division (SLD).
13. Gregory-Portland Independent School and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.
14. Gregory-Portland Independent School is not liable for any cost associated with the preparation or presentation of any proposals
15. Proposals submitted to the District will not be returned to the bidder.
16. Gregory-Portland Independent School has right to cancel this RFP at any time and to reissue it for any reason whatsoever
17. Gregory-Portland Independent School District reserve the right to negotiate any alterations to bid specifications due to oversight or error
18. The vendor will provide access for immediate reports and status of all network traffic.
19. During the term of this contract, any changes in the routing of the physical network due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the vendor at no expense to the District.
20. The contract will provide for the installation of a secure, private and dedicated network with connectivity between the Gregory-Portland Food Service Data Center(s), seven (7) school campuses, Administration Annex (curriculum), Support Services Building and an Administration Building (additional building).

21. Vendor further agrees that the vendor is and, during the period of any contract resulting from any award under this request for 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).

22. No billing will take place prior to July 1, 2024.

## **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) 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 issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or 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, from all suits, actions, claims, damages, losses, costs and expenses of every kind and description to which GPISD, or its agents or employees may be subjected by reason of injury, including death, to persons, or damage 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 or Debarment Certificate
8. Vendor's Sample 3-Year Contract with a 1-year initial term and renewal option for two additional one-year terms.
9. Contract addendum (prohibition on the contracts with companies boycotting Israel)

**Bid Proposal Form**

Gregory-Portland ISD  
G-PISD WAN Services  
1200 Broadway  
Portland, TX 78374  
361-777-1089 opt. 1

Due Date: February 15, 2024  
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.

**Summary Pricing: Wide Area Network**

Pricing for:

10 **Gbps** connection to all sites

Other: \_\_\_\_\_

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

\$\_\_\_\_\_ Total Monthly costs, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$\_\_\_\_\_ is believed to be ERATE eligible and \$\_\_\_\_\_ is believed to ineligible for ERATE matching funds.

Mesh option to all sites.

Other: \_\_\_\_\_

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

\$\_\_\_\_\_ Total Monthly costs, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$\_\_\_\_\_ is believed to be ERATE eligible and \$\_\_\_\_\_ is believed to ineligible for ERATE matching funds.

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 No ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

## SOQ QUESTIONNAIRE

### Re: Gregory-Portland ISD Wireless Infrastructure Services Vendor's Statement of Qualifications

Provide the following information in the sequence and format shown in this questionnaire. Supplemental materials providing additional information may be attached. A completed copy of this questionnaire must be submitted by each Vendor submitting a proposal.

#### 1. Firm Information

Name of Firm: \_\_\_\_\_

Address of principal office: \_\_\_\_\_

Form of Business Organization: \_\_\_\_\_

Year founded: \_\_\_\_\_

Primary individual to contact: \_\_\_\_\_

Telephone and Fax of  
Primary contact: \_\_\_\_\_

Email address of Primary  
contact: \_\_\_\_\_

#### 2. Organization

2.1 How many years has your organization been in the Wireless Infrastructure services business in its current capacity?

2.2 How many years has your organization been in business under its present name? Under what other names has your organization operated? Also, note any predecessor firms and the dates of their existence.

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner(s).

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

#### 3. EXPERIENCE

3.1 E-Rate Experience: GPISD participates in the E-rate program and utilizes the discounted invoices, Form 474 SPI reimbursement method for payments. It is expected the prevailing proposer will be able to provide discounted invoices to the district and will collect the balance from the E-rate program. List E-rate funded service projects undertaken by Vendor over the

past five years. Include name of Owner to which E-rate funded services were provided, and their contact person with phone number. Vendor's E-Rate SPIN #:

3.2 Work by Firm: List the categories of work that your organization normally performs with its own forces. On this Project, what work do you propose to do with your own forces, and what work do you propose to bid to subcontractors?

3.3 Subcontractor List: List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

3.4 Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

3.4.1 Has your organization ever failed to complete any work awarded to it? If yes, give a detailed explanation.

3.4.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If so, please explain.

3.4.3 Has your organization filed any lawsuits or requested arbitration against an Owner with regard to contracts within the last fifteen years? If so, provide a detailed explanation.

3.4.4 Has your organization had any lawsuits or arbitration proceedings filed against it by an Owner within the last fifteen years? If so, provide a detailed explanation.

3.6 Failure to Complete Contracts: Within the last fifteen years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If so, provide a detailed explanation.

**4. Financial Information:** Will you provide a financial statement and other relevant financial information if requested by the Owner after receipt of SOQs? (Do not include such information with the SOQ).

**5. Other Items for Consideration**

- a. Personnel: Given the scope and schedule of the project, identify the specific Project Managers and Job Site Superintendents who would work on the project. Provide a resume and references with phone numbers for each individual.
- b. Local Participation: What work do you expect to be performed by Local Firms? What is the estimated percentage of the total Project Cost that will be provided by Local Firms? Assume that such firms are located within 20 miles of Portland, Texas.
- c. Responsible Firm(s): Which Firm or Firms will be responsible for this contract if so awarded?

1. Firm Name: \_\_\_\_\_  
Responsible as Prime Contractor Partner Joint Venture Other  
**QUESTIONNAIRE SIGNATURE(S)**

All portions of this Statement of Qualifications are true and correct. The undersigned is authorized to sign for and legally bind the Respondent.

The undersigned authorizes Gregory-Portland Independent School District and its agents and representatives to contact any firm, organization, or person discussed in this Statement of Qualifications

regarding the Respondent's performance, financial condition and other information regarding the Respondent's Capability.

(Affix Corporate

\_\_\_\_\_  
(Signature of Authorized Signing Officer)

Seal If a  
Corporation)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## 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**

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

**OFFICE USE ONLY**

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 requirements under Section 176.006(a).

Date Received \_\_\_\_\_  
Vendor meets \_\_\_\_\_

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.

**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**

**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

**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 \_\_\_\_\_

CONTRACT ADDENDUM  
PROHIBITION ON CONTRACTS WITH COMPANIES  
BOYCOTTING ISRAEL

Effective September 1, 2017, Texas Legislature House Bill 89 was signed into law May 2, 2017 requiring all contracts between a governmental entity and a company for goods and services to include a signed verification by the company of the following:

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means 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.

"Governmental Entity" means a state agency or political subdivision of this state.

"Political subdivision" means:

- (A) a county;
- (B) a municipality;
- (C) a public-school district; or
- (D) a special-purpose district or authority

Signed and Verified By:  
Company Name

Date:

(        Name        )  
(        Title        )