



September 29, 2021

RE: Point of Sale (POS), Request for Proposal #22-01-5029RFP

Solicitation Notice

The Cypress-Fairbanks Independent School District (“CFISD”, the “District” and/or “Owner”) is soliciting proposals for **Point of Sale (POS), Request for Proposal 22-01-5029RFP** as more fully set out in the Scope of Work and Requirements and Specifications sections of this Request for Proposals (“RFP”). Proposals must be uploaded to the CFISD IonWave EBid system in accordance with the instructions provided within the RFP document.

Proposer shall submit one (1) electronic response via electronic upload. Electronic copy must be in a Microsoft Office format (i.e. Word, Excel) or a searchable PDF document. Proposal forms and specifications may be obtained from our website at <http://www.cfisd.net/bids>. Please check our website for any updates, addendums or amendments to this solicitation.

Proposals will be received until **time 3:00 PM CT, Wednesday, October 13, 2021**. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFP. Proposals will remain sealed until the due date and time. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

No interpretation of the meaning of the specifications will be made to any proposer orally. Every request for such interpretation should be in writing, submitted electronically at <https://cfisdbid.ionwave.net/>. Written questions about this RFP and request for additional information shall be requested no later than **time 2:00 PM CT, Wednesday, October 6, 2021**. The District will not respond to verbal inquiries.

Communication Restrictions - CFISD designates the following person as its designated procurement representative in connection with this proposal/RFP, Beth Rutherford, beth.rutherford@cfisd.net, upon release of this proposal/RFP and until execution of the award/board approval.

Respondents should communicate exclusively with the designated procurement representative with respect to this proposal/RFP, the Agreement, and the project. Respondent must submit by email to Ruth Rutherford, any questions and requests for clarification that may arise during the preparation of this proposal/RFP on or before the Questions Deadline. CFISD will post all questions and responses for clarification as addenda to this proposal/RFP electronically CFISD website, www.cfisd.net/bids. Any violation of the immediately preceding requirement may subject the proposal/RFP submitted by the violator to rejection.

Proposals may be submitted on any and/or all items. The District reserves the right to reject any and/or all proposals, to accept any proposal deemed most advantageous to CFISD and to waive any informalities in bidding.

TIMELINE FOR SOLICITATION PROCESS

The timeline for the solicitation process is outlined below. Cypress-Fairbanks Independent School District reserves the right to make any changes as may be required and will notify all participants accordingly.

September 29, 2021	<ul style="list-style-type: none">Solicitation issued
October 6, 2021 by 2:00 PM CT	<ul style="list-style-type: none">Deadline for vendor questions (submitted electronically at: https://cfisdbid.ionwave.net/).
October 13, 2021 by 3:00 PM CT	<ul style="list-style-type: none">Deadline for submission of RFP responses
October 13 through November 10, 2021	<ul style="list-style-type: none">Committee evaluation
December 9, 2021	<ul style="list-style-type: none">Board of Trustees Committee of the Whole to discuss recommendation for contract award
December 13, 2021	<ul style="list-style-type: none">Board of Trustees Meeting (approve/reject recommendation for contract award)
January 1, 2022	<ul style="list-style-type: none">Finalize and execute contract, if approved by Board

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SECTION I - INSTRUCTIONS

1.0 INTRODUCTION

Cypress-Fairbanks Independent School District (“CFISD, the “District” and/or “Owner”) invites your firm to submit a written Proposal response to provide a Point of Sale (POS) System for our concession area in the Berry Center Arena, Cy-Fair FCU Stadium, Pridgeon Stadium, Natatorium, new Visual and Performing Arts Center (VPAC), and new Administration Building Café accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation. It is desired that the system should be easily scalable so that it can be installed in phases if needed and also, self-deployable if required. The solution must be very portable and mobile so that units can be easily moved from location to location and work within environmentally challenged areas that may have very poor connectivity and in some cases no connectivity.

2.0 GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS

- 2.1 The procedures used by the District will be in accordance with the procedures as set forth in the Texas Education Code 44.031. Throughout these specifications, when the term bid, bidder or vendor is used, it refers to a request for proposal.
- 2.2 The District reserves the right to accept or reject any or all proposals, waive any informalities in the proposal process and award the proposal to best serve the interest of the District and to negotiate with any providers as deemed advisable or necessary for the best interest of the District. The District is not required to accept the lowest proposal.
- 2.3 This shall be a one-year contract beginning **January 1, 2022** and ending **December 31, 2022** with rates and costs guaranteed for at least twelve (12) months unless otherwise specified in this request for proposal. The contract will automatically renew annually for four (4) additional one-year terms through **December 31, 2026**, if the vendor and CFISD mutually agree.
- 2.4 Evaluation – The District may award a contract for any or all sections of this bid. Bids shall be held open during evaluation for ninety (90) days from the time of opening until recommendations are presented to the school board. The District reserves the right to waive certain specifications if it is in the best interest of the District.

In evaluating qualified bids, the following weighted criteria will be taken into consideration for award recommendations:

- 2.4.1 the purchase price;
- 2.4.2 the reputation of the vendor and of the vendor's goods or services;
- 2.4.3 the quality of the vendor's goods or services;
- 2.4.4 the extent to which the goods or services meet the needs of the District;
- 2.4.5 the vendor's past relationship with the District;
- 2.4.6 the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
- 2.4.7 the long-term cost to the District to acquire the vendor's goods or services;
- 2.4.8 for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state;
- 2.4.9 any other relevant factor specifically listed in the request for bid or proposal.
- 2.4.10 The District may award a contract for any or all sections of this bid

3.0 DEMOGRAPHICS

CFISD is one of the largest and fastest growing public-school districts in Texas. The District is located in northwest Harris County covering 186 square miles. CFISD has an enrollment of approximately 115,757 students in grades pre-kindergarten to 12. The District has 20 administrative/support sites and 92 campuses. The 92 campuses are comprised of 12 high schools, 19 middle schools, 56 elementary schools, and 5 special program facilities.

4.0 REQUIREMENT TO MEET ALL PROPOSAL PROVISIONS

Proposer shall respond to all specifications and RFP terms and conditions. By virtue of the Proposal response, the

Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFP. Non-substantial deviations may be considered provided that the Proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by CFISD at its sole discretion.

5.0 SUBMISSION OF PROPOSAL RESPONSES

RFP states the overall scope of services desired, procurement terms and conditions. All Proposal responses should clearly detail how the proposed services can best satisfy District's requirements.

The submitted Proposal must follow the rules and format established within this RFP, SECTION III – Response and Proposal Format Requirements. Adherence to these rules will ensure a fair and objective analysis of all Proposal responses.

A Proposal response shall represent a true and correct statement and shall contain no cause for claim of omission or error. As directed by the Solicitation, the Proposer shall provide any, and all certifications, forms, and documents as stated within the Solicitation.

Response Submission

Proposals shall be submitted electronically through the CFISD IonWave EBid System as an attachment, uploaded into the "Response Attachment" tab. Questions about the system can be directed to: IonWave Technologies Technical Support at 866.277.2645, ext. 4 or support@ionwave.net.

6.0 STANDARD PROVISIONS

- 6.1 Supplemental Instructions or Changes made by Addendum** – Any supplemental instructions or changes will be in the form of written addenda to this Solicitation. Verbal instructions or guidance shall not be considered binding. Any addenda will be made available to all prospective Proposers, prior to the due date for submittals on the District's website: <https://www.cfisd.net/bids>.

It shall be presumed by the District that any addenda so issued have been received by the Proposer and such addenda shall become a part of the Proposal submittal. Proposers who have not obtained this Proposal solicitation document directly from CFISD shall be responsible for immediately notifying CFISD to receive all written addenda on a timely basis. Proposers who do not so notify CFISD and submit Proposals without receipt of all addenda issued may be deemed to have submitted Proposals not responsive to this RFP.

- 6.2 Conflict of Interest: Disclosure of Certain Relationships with Local Government Officials** – Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with CFISD must file an electronic Conflict of Interest Questionnaire in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a vendor in the vendor's business with the District.

E-CIQ Form and additional information are available at: <https://app.cfisd.net/ciq/index.aspx>.

- 6.3 Specifications** – The use of manufacturer's specifications (Design Guide) by the District is to be considered informative giving the Proposer information as to the exact quality and value requirements. The Proposer shall note in writing any deviations from specifications and shall submit those changed specifications as alternates prior to proposal submittal due date. Manufacturer's data sheets are required to support all alternate specifications.

- 6.4 Rejection of Proposals** – The Owner shall have the right to reject any or all proposals not accompanied by any required proposal security, or by other data required by the Proposal Documents, or to reject a proposal which is any way incomplete, irregular, or not submitted by the published date and time as specified.

- 6.5 Addenda and Interpretations** – No interpretation of the of the meaning of the specifications will be made to any proposer orally. Every request for such interpretation should be in writing, submitted at <https://cfisdbid.ionwave.net>. Written questions about this RFP and request for additional information shall be requested no later than, 2:00 PM CT, Wednesday, October 6, 2021. The District will not respond to verbal inquires. Any and all such interpretations and any supplemental instruction will be in the form of written addendum to the specifications which, if used, will be emailed and posted on our website: www.cfisd.net/bids

prior to the date fixed for the opening of proposals. Failure of any proposer to receive such addendum or interpretation shall not relieve such proposer from any obligations under their proposal as submitted. All addenda so issued shall become part of the Contract Documents.

6.6 Proposer Qualifications – Proposers not on the District proposal list shall be required to prove their qualifications concerning the following criteria:

- 6.6.1 Financial capabilities
- 6.6.2 Bonding status
- 6.6.3 Contractual history (references)
- 6.6.4 Ability to fulfill and abide by the terms and specifications
- 6.6.5 Quality and stability of product and sources.

6.7 Obligation of Proposer – At the time of the opening of the proposals, each proposer will be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve the proposer from any obligation in respect of this proposal.

6.8 Oral Presentations – The District may, but is not obligated to, request that the top-ranking Proposers make an oral presentation to the District evaluation team reviewing the proposals. The purpose of the presentation will be to clarify and develop a mutual understanding of the Proposer's Proposal and services they propose to render. The presentation will be limited to one hour and will be scheduled at a mutually convenient time.

6.9 Terms of Payment – CFISD will pay all invoices for accepted merchandise or service no later than forty-five (45) days, in reference to TGC 2251.021, from date of acceptance of delivery as set forth in the specifications for this bid. CFISD is now offering the option of credit card payments to our vendors. Contact Accounts Payable Manager at accountspayable@cfisd.net or 281.807.8659, if you are interested in participating in this program.

6.10 Taxes – The Owner is exempt from the Texas Sales Tax on any purchase of tangible personal property and will issue a copy of Certificate of Exemption from the Texas Sales Tax on materials furnished by the Contractors on School Construction projects. The Contractors shall obtain Certificates of Resale from their suppliers in order to avoid payment of the State Sales Tax on materials incorporated in District work. Failure of the Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor responsible for absorbing the tax.

6.11 Cancellation of Agreements and Contract – The District shall reserve the right to cancel the contract for any reason it deems suitable to its best interest. Such cancellation shall be noted in writing thirty (30) days before the service cancellation. Such a cancellation notice shall come from the office of Procurement Services and shall set forth the reason for said cancellation of service and the contractor may then request to renew with the Director of Procurement Services for the purpose of discussing the cancellation notice. A cancellation notice may be brought about by, but not limited to:

- 6.11.1 any breach of the contract or provisions set forth in the bid specifications;
- 6.11.2 insurance cancellation;
- 6.11.3 equipment failure or deviations;
- 6.11.4 missed service calls;
- 6.11.5 increased rates not agreed to in advance or as specified herein;
- 6.11.6 budgetary requirements;
- 6.11.7 change of the District's needs regarding specified service.

6.12 Termination – Agreement may be terminated for convenience by either Party with or without cause upon thirty (30) days prior written notice to the other Party. In the event of termination without cause, CFISD shall pay the Contractor any undisputed amounts not previously paid for Services actually performed in accordance with specifications in the Scope of Work, up to the date of termination.

6.13 Force Majeure – Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, pandemic, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

- 6.14 References** – List three (3) relevant project references, preferably with the K-12 public school districts. All references shall have a current address, telephone number, email address, and brief description of the project scope or services provided.
- 6.15 Proposal Retention** – All RFP materials and supportive documentation submitted in response to this RFP become the permanent property of CFISD. The District reserves the right to retain all Proposal responses for a period of 90 days after the Proposal closing date for examination, evaluation, comparison, and potential negotiations. The District also reserves the right to determine and waive non-substantial irregularities in any Proposal response, to reject any or all Proposal responses, to reject one part of a Proposal response and accept the other, except to the extent that the Proposal responses are qualified by specific limitations, and to make award as the interest of the District may require.
- 6.16 Withdrawal of Bids** – Any Proposer who is extended the privilege of withdrawing a Proposal response because of having proven mechanical error in their response may not be allowed to submit a response to a future CFISD solicitation on similar products and/or services for a period of not more than two (2) years.
- 6.17 District Waiver** – The District reserves the right to waive as informality, minor deviations from specifications; waive any minor informality in any Proposal procedure; reject or cancel any or all Proposals; reissue a Proposal invitation; extend the Proposal opening time and date; consider and accept alternate Proposals, if specified in the Solicitation, when it is considered in the best interest of the District.
- 6.18 Antitrust Violations** – To permit the Owner to recover damages suffered; in antitrust violations, the agreement shall include the following, “Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which are under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et. seq. (1973)”. The Contractor shall include this provision in his agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreement with Sub-subcontractors and suppliers.
- 6.19 Indemnification** – The supplier shall indemnify, and hold harmless and defend CFISD and CFISD’s past, present and future officers, trustees, agents, and employees in their individual and official capacities, from and against all claims, losses or damages, including attorney’s and expert’s fees, court costs and expenses incurred by CFISD and CFISD’s officers, trustees, agents and employees, for injury, including death, to persons, or damage to or destruction of property, and lawsuits, demands or causes of action of whatsoever kind or nature based upon, resulting from or arising out of or in connection with any negligent act, error, omission, misrepresentation, or misconduct by supplier and its employees, officers, sub- consultants, or agents arising out of or in connection with supplier’s performance of the agreement.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

NOTICE: Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand- delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier’s Contact Name and Address***

To: Cypress-Fairbanks Windfern Administrative Annex
Attn: Director of Procurement Services
12510 Windfern Road
Houston, TX 77064

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

6.20 Administrative Cost due to Non-Performance – When applicable, if at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, CFISD reserves the right to:

6.20.1 purchase on the open market and charge the vendor the difference between contract and actual purchase price or

6.20.2 deduct such charges from existing invoice totals due at the time or

6.20.3 cancel the contract within thirty (30) days written notification of intent.

6.21 Appropriated Funds – The purchase, which arises from this solicitation, is contingent upon the availability of appropriated funds. CFISD shall have the right to cancel this contract at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, CFISD can cancel the service contract by giving the vendor written notice of its intention to cancel not less than thirty (30) days prior to the end of the term year without penalty. Upon cancellation of the contract, CFISD shall not be responsible for any payment of any services that are received or that occur after the end of the current fiscal year contract period.

6.22 Confidentiality of Documents – All documents submitted as part of the vendor's Proposal will be deemed confidential during the evaluation process. Vendor Proposals will not be available for review by anyone other than CFISD evaluation team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to CFISD.

6.23 Texas Public Information Act (TPIA) – Contractor acknowledges that CFISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, CFISD is required to comply with the requirements of the TPIA.

For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

6.23.1 by CFISD; or

6.23.2 for CFISD and CFISD

6.23.2.1 owns the information; or

6.23.2.2 has a right of access to the information; or

6.23.2.3 spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or

6.23.3 by an individual officer or employee of CFISD in the officer's or employee's official capacity and the information pertains to official business of the CFISD.

Contractor is expected to fully cooperate with CFISD in responding to public information requests. This includes, but is not limited to, providing CFISD with requested documentation. In the event that the request involves documentation that the Contractor has clearly marked as confidential and/or proprietary, CFISD will provide the Contractor with the required notices under the TPIA.

The Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

6.24 Certification Regarding Debarment Suspension – Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services in reference to System for Award Management (SAM).

Contractors must certify that the organizations and its principals are not suspended or debarred. 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 SAM in accordance with the OMB guidelines at 2 CFR 180 implementing Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting and responding to this offer/solicitation and signing the certificate, the Supplier: (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule, and (2) Will notify the District if any change to the status of the certification for the duration of the contract term if your company became an awardee to this offer/solicitation.

6.25 Local, State, Federal Requirements – In the event of any inconsistency or conflict between local requirements, state requirements or the federal requirements in 2 CFR Part 200, the federal requirements will prevail if federal funds will be expended by the District under the contract.

6.26 Governing Law – Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate place of venue, as well as the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

6.27 Interlocal Agreements with other School Districts

6.27.1 Membership – CFISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

6.27.2 Adoption of Awarded Contracts – In support of this collaborative effort, all awards made by CFISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district’s policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

6.27.3 Document Sharing between Members – To assist an adopting member district in establishing their supporting documentation, the awarded vendor’s response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

6.27.4 Adopted Contract Management – The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district’s decision to execute such renewal options on the original contract.

6.28 Award Recommendation – The official Board approved tabulation/award document will be posted on our website: www.cfisd.net/bidawards.

7.0 EVALUATION, NEGOTIATIONS, AND CONTRACT AWARD

THIS IS A NEGOTIABLE PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest priced Proposal. The District shall accept the Proposal response it deems to be in the best interest of the District through the evaluation process.

CFISD will use the Best Value method to determine the awarded Proposer. The evaluation criteria below indicate the points that are assigned for each section. The District will determine the score for each section on a scale starting with zero (0), with the best score being the assigned number, with a best possible score of one hundred (100). Best value means that the District will consider the following criteria in determining the award:

Proposal Scoring Matrix Criteria

Step 1 Evaluation	Points
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The purchase price <ul style="list-style-type: none"> 1st years cost 	30
The reputation of the vendor and of the vendor's goods and services <ul style="list-style-type: none"> Ability to meet all technical and operational specifications Perceived ease of use and training of the system Project Management methodology Timeline for installation 	5
The quality of the vendor's goods and services	20
The extent of which the goods or services meet the needs of the District <ul style="list-style-type: none"> Ability to use existing iPads (preferred) or other mobile devices Ability to use iPads or other devices at multiple locations Presentations (if needed) 	15
The vendor's past relationship with the District	5
The impact on the ability of the District to comply with laws rules relating to historically underutilized businesses	0
The long-term cost to the District to acquire the vendor's goods and services <ul style="list-style-type: none"> Total annual cost per year (year 2 to 5) 	20
Whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state (B) employs at least 500 persons in this state	5
Any other relevant factor specifically listed in the request for bid or proposal	0
Total Points	100

The District anticipates that the evaluation process may include multiple levels of evaluation, as example, but not limited to:

Step 1: Initial review of the Proposal responses by the District's Evaluation Team

Step 2: Interview(s) and/or presentation(s) of top Proposal response(s) from Step 1

Step 3: Administrative review of finalist(s) from Step 2

The District reserves the right to add, remove or modify the above steps, and establish additional evaluation points for each step. If the District determines that additional evaluation steps are required to determine the best value between Proposers, the District reserves the right to consider any or all of the following additional criteria; the proposed price, Proposer's experience, references and record for responsibility, or any other relevant factor that the District deems necessary to determine best value.

CFISD reserves the right to make an award without discussion with any Proposer, after Proposal responses are received. Proposer responses should therefore be submitted on the most favorable terms.

SECTION II – SYSTEM SPECIFICATIONS

Scope of Proposal – CFISD seeks proposals to provide a Point of Sales (POS) System for our concession areas in Berry Center Arena, Cy-Fair FUC Stadium, Pridgeon Stadium, Natatorium, new Visual and Performing Arts Center (VPAC), and new Administration Building Café. The hardware/equipment and software must have the capability to perform the following functions.

Hardware/Equipment

- Touch screen technology designed for fast paced, high volume environment.
- Tablets should be secured as to prevent theft.
- Integrated card readers or card reading technology at point of sale.
- E-signature capability.
- Ability to operate over Ethernet, Wi-Fi and 4G connections.
- Ability to run in off-line mode if connectivity fails.

- Ability to store transactions in offline mode until connections are restored.
- Support NFC for Apply Pay, Android Pay, Google Wallet.
- Support Bluetooth, Beacon and RFID transactions.
- Support P2PE credit card processing without requiring additional devices.
- Support EMV with a variety of pin pads.
- Support non-proprietary hardware options.
- Support native Kitchen Display System.
- Able to provide multi-year hardware warranty options.
- Extensive Peripheral Support for Printers, Cash Drawers, Scales.
- All POS hardware must be capable of being interchangeable with future iPad models for future use.
- POS must be an all-in-one system like the Elo PayPoint (Model #E008250) to minimize use of counter space and making moving easy.

Software

- Cloud based solution with SaaS model.
- Support for IOS operating systems.
- User interface should support product images for keys.
- Ability to resize and change layout of keys from POS.
- Must be Tier1 PCI compliant and utilize P2PE (point to point encryption).
- Support for a variety of processors.
- Ability to accept cash and credit card payments as well as establish tabs for bar/portable locations.
- Ability to accept gift cards and process loyalty cards for loaded tickets.
- Able to be configured with different menus for different locations.
- Able to function, take payments and store data if internet or network connection is lost.
- Administrator functionality to allow for provision of capabilities to users.
- Inventory management capability.
- Ability to use remote devices (tablets iPads) with system at locations where a fixed POS would not be practical.
- Must be able to run a perpetual system that allows the balance of inventory to reported sales to cash. (i.e. Stand Sheets, inventory transfers.)
- Must be able to run the POS as event driven versus day driven to allow for comparisons across events.
- Native Digital menu board along with support for 3rd party solutions from Cisco Stadium Vision, Ping HD, Allure Global.
- Online ordering and pre-ordering capabilities.
- Support the e-receipt and digital signature.
- Native mobile app for stand-alone or white label.
- Ability to use with existing iOS devices.
- Support for multiple properties, accounts, and employee hierarchies.
- Ability to operate multiple properties consisting of 30,000 or more guests simultaneously.

Reporting

- Customizable reports available by single POS, POS bundle (unit) location and venue.
- Ability to access reports from remote devices, computers and smart phones.
- Reports exportable to different file formats (e.g. Excel, .csv, PDF).
- Automated Email reports.
- Open API to export report data to 3rd party report writer.
- Event based reporting.

SECTION III – RESPONSE AND PROPOSAL FORMAT REQUIREMENT

The following format is a requirement for all response submittals. Any responses not following this format will not be accepted.

- 1.0 Company Profile** – Provide a one-page company profile listing company history, employee make-up state of proprietorship, partnership or incorporation and any other pertinent information that can be evaluate your Company.
- 2.0 References** – Company is to indicate three (3) references. List should include client name, address, phone

number, email and client contract. Preferred references will come from venues similar in size and scope. A client list may also be included to show your experience with similar venues.

- 3.0 **Response to Specifications** – Please respond briefly to the specifications outline in Section V if your solution can meet the specifications and if not, if there is another way that you can meet the need.
- 4.0 **Hardware/Equipment** – Provide detail on the type of equipment that you would propose for this installation. Provide information on how the units are secured. Provide information on how credit cards are accepted (e.g. integrated to the device or utilizing a secondary piece of technology). Provide information on any portable options that can be used for portable food/beverage areas as well as if any of the fixed POS units can be utilized between locations throughout the facility. Describe how your solution can be easily mobilized and relocated from one location to another.
- 5.0 **Software** – Provide a brief technical explanation of how the proposed solution will operate and how the configuration of your solution is accomplished. Provide information on the functionality of the system from a customer, concession employee and administrator view. Include information on your inventory, warehousing, purchasing, menu or other functions it supports. Provide details on how your solution handles inventory within the facility and what tools the operators will have for use. Explain how the system operates with a loss of internet connectivity. Provide information on security and how card information is protected. Provide detailed illustration on how your system can be managed and accessed through various options such as mobile tablets or smart phones.
- 6.0 **Reporting** – Provide information on the standard reporting available as well as if any customized reports can be run. Describe what reports are available from the POS as well as the back office and mobile reports. Provide information on the cash management capabilities within your solution for managing the start of an event and the close out procedures and reports available.
- 7.0 **Software/System Maintenance** – Provide information on how updates to both the software and devices are performed. Provide information on how hardware maintenance is requested as well as expected service response time. If units need to be replaced or when in for warranty work. Describe the process and swap out timeline.
- 8.0 **Support** – Provide information on what types of support are available (e.g. email, phone, chat) and what the availability of each of these types are.
- 9.0 **Timeline and Project Planning** – Provide your lead time and timeline for installation, programming, testing, training and the event support recommendations for the system. Provide a detailed work breakdown schedule to illustrate the amount of time required and the resource requirements.
- 10.0 **Training** – Describe the types of training that are available (e.g. on-site, train the trainer, webinar, online) and any associated costs.
- 11.0 **Speed of Service/Increase Sales** – Describe how your solution can increase speed of service and potentially increase sales/loyalty. Provide specific details and if possible, case studies with references.
- 12.0 **Proposal Price** – Provide the cost of the software and how the licenses are priced (per POS, enterprise, etc.). Provide pricing on the equipment necessary for both fixed POS and mobile options. Include any discounts for quantity that exist. Include any installation and training costs that would be included. Include all costs associated to the deployment such as shipping and travel expenses. Refer to Section IV for system configuration requirements.
- 13.0 **Warranty** – Please include a copy of the warranty information on all proposed equipment. It should include the length of coverage and any limitations.
- 14.0 **Certifications and Representations**

The Proposer shall complete, sign and provide all documents found in Exhibit A. The forms are:

- 14.1 Proposal Certification and Affirmation. This This document must be signed by an authorized representative that may legally bind the company and is to be included with the Proposal response for the response to be considered. **Failure to sign and submit this document will disqualify the Proposal response.**
- 14.2 CFISD Proposer/Vendor Certification Forms
- 14.3 Compliance Texas Law Regarding SB 252, HB 89, HB 793, SB 22, SB13 & SB 19
- 14.4 Certification Regarding Debarment Suspension

- 14.5 Minority/Women Business Enterprise & Small Business Enterprise
- 14.6 Felony Conviction Notification
- 14.7 Conflict of Interest Questionnaire Requirement
- 14.8 Texas Ethics Commission Certificate of Interested Parties – Form 1295
- 14.9 Certificate of Residency
- 14.10 Resident Bidder Form
- 14.11 Solicitation Acknowledgement Form

SECTION IV – SYSTEM CONFIGURATION REQUIREMENTS

FIXED CONCESSIONS:

- Current stand count = 13
- Physical property locations = 4
- Number of POS terminals = 40
- Preferred bid = provide 40 mounts for existing iPad Air 2
- Alternate bid = provide 40 new terminals (Touch Screen/computer or Tablet)
- Payment methods required = Cash, Credit Card, NFC, EMV, e-signature
- Dedicated receipt printers required (1 to 1 ratio) = 40
- Automated cash drawers need = 40
- Future ability to expand the system to 80 terminals
- 24/7/365 Live Customer Support

SECTION V – Proposal Response (Response to System Specifications)

System Specifications: Hardware / Equipment and Software must have the capability to perform the following functions:

	REQUIREMENT	Comply? (Y/N)	Detailed Explanation / Answer
1.0	HARDWARE / EQUIPMENT		
1.1	Touch screen technology designed for fast paced, high volume environment.		
1.2	Tablets should be secured as to prevent theft.		
1.3	Integrated card readers or card reading technology at point of sale.		
1.4	E-signature capability.		

1.5	Ability to operate over Ethernet, W-Fi and 4G connections.		
1.6	Ability to run in off-line mode if connectivity fails.		
1.7	Ability to store transactions in offline mode until connections are restored.		
1.8	Support NFC for Apple Pay, Android Pay, Google Wallet.		
1.9	Support Bluetooth, Beacon and RFID transactions.		
1.10	Support P2PE credit card processing without requiring additional devices.		
1.11	Support EMV with a variety of pin pads.		
1.12	Support non-proprietary hardware options.		
1.13	Support native Kitchen Display System.		
1.14	Able to provide multi-year hardware warranty options.		
1.15	Extensive Peripheral Support for Printers, Cash Drawers, Scales.		
1.16	All POS hardware must be capable of being interchangeable with future iPad models for future us.		
1.17	POS must be an all-in-one system like the Elo PayPoint (Model #E0085250) to minimize use of counter space and make moving easy.		
2.0	SOFTWARE		
2.1	Cloud based solution with SaaS model.		
2.2	Support for IOS operating systems.		
2.3	User interface should support product images for keys.		
2.4	Ability to resize and change layout of keys from POS.		

2.5	Must be Tier1 PCI compliant and utilize P2PE (point to point encryption).		
2.6	Support for a variety of processors.		
2.7	Ability to accept cash and credit card payments as well as establish tabs for bar/portable locations.		
2.8	Ability to accept gift cards and process loyalty cards or loaded tickets.		
2.9	Able to be configured with different menus for different locations.		
2.10	Able to function, take payments and store data if internet or network connection is lost.		
2.11	Administrator functionality to allow for provision of capabilities to users.		
2.12	Inventory management capability.		
2.13	Ability to use remote devices (tablets iPads) with system at locations where a fixed POS would not be practical.		
2.14	Must be able to run a perpetual inventory system that allows the balance of inventory to report sales to cash. (i.e. Stand Sheets, inventory transfers.)		
2.15	Must be able to run the POS as event driven versus day driven to allow for comparisons across events.		
2.16	Native Digital menu board along with support for 3 rd party solutions from Cisco Stadium Vision, Ping HD, Allure Global.		
2.17	Online ordering and pre-ordering capabilities.		
2.18	Support for e-receipt and digital signature.		
2.19	Native mobile app for stand-alone or white label.		
2.20	Ability to use with existing iOS devices.		
2.21	Support for multiple properties, accounts, and employee hierarchies.		
2.22	Ability to operate multiple properties consisting of 30,000 or more guests simultaneously.		

3.0	REPORTING		
3.1	Customizable reports available by single POS, POS bundle (unit) location and venue.		
3.2	Ability to access reports from remote devices, computers and smart phones.		
3.3	Reports exportable to different file formats (e.g. Excel, .csv, PDF).		
3.4	Automated Email reports.		
3.5	Open API to export report data to 3 rd party report writer.		
3.6	Event based reporting.		

SECTION VI – PROPOSAL FORM

SUMMARY COST OF SOLUTION:

Bid Total:

Total 1 st years costs	
Total annual cost per year (year 2 to 5)	

Component cost breakdown:

Point of Sale Server Cost	
Point of Sale Hardware & Peripherals	
Point of Sale Software Cost	
Solution Hosting / SaaS Cost (annual)	
Solution Deployment / Installation Cost	
Misc. Components	
Additional Expenses (shipping, travel, etc.)	

Detailed Solution Proposals to follow this section.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

SECTION VII - EXHIBIT A: CERTIFICATION AND REPRESENTATIONS

Proposal Certification and Affirmation

NOTE TO PROPOSER: Failure to complete and submit this certification and affirmation page will be grounds for disqualification of the associated Proposal response.

The undersigned affirms that he or she is duly authorized to execute this certification and Proposal response, that this company, corporation, firm, partnership or individual has not prepared this Proposal response in collusion with any other person, firm or entity making or considering making a Proposal response to CFISD for any future District projects and that contents of this Proposal response as to prices, terms or conditions of said Proposal response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal response.

The foregoing is true and correct. CFISD, or any authorized representative of CFISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information that CFISD might determine as being desirable.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Request for Proposal including all forms and attachments included and/or referenced herein, if accepted within ninety (90) calendar days after Solicitation closing.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Company Phone No.: _____

Company Fax No.: _____

Authorized Representative: _____

Representative Title: _____

Representative Phone No.: _____

Representative Email Address: _____

Representative Signature: _____

Date: _____



**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
PROPOSER/VENDOR CERTIFICATION FORMS**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by CFISD for any contract resulting from this procurement process.

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

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

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by CFISD, CFISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CFISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CFISD believes, in its sole discretion that it is in the best interest of CFISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by CFISD as of the termination date if the contract is terminated for convenience of CFISD. Any award under this procurement process is not exclusive and CFISD reserves the right to purchase goods and services from other vendors when it is in the best interest of CFISD.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (C) above, when federal funds are expended by CFISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does proposer agree to abide by the above? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (D) above, when federal funds are expended by CFISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C.3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C.3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C.3702 of the Act, each contractor must be 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 U.S.C.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.

Pursuant to Federal Rule (E) above, when federal funds are expended by CFISD, the vendor certifies that during the term of an award for all contracts by CFISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by CFISD, the vendor certifies that during the term of an award for all contracts by CFISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by CFISD the vendor certifies that during the term of an award for all contracts by CFISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (sec 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by CFISD, the vendor certifies that during the term of an award for all contracts by CFISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

(J) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014)

Pursuant to Federal Rule (J) above, when federal funds are expended by CFISD the vendor certifies that during the term of an award for all contracts by CFISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR
CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333**

When federal funds are expended by CFISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

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

When federal funds are expended by CFISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by CFISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does proposer agree? YES _____ Initials of Authorized Representative of vendor

STATE REQUIREMENTS FOR FEDERAL CONTRACTS

All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- A letter of intent to contract with a third party may be signed prior to the issuance of a Notice of Grant Award (NOGA).
- The contract is only effective upon receipt by the District of the NOGA from the awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR §200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

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

Proposer's Name/Company Name: _____

Address, City, State and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

END OF FORM

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.



**Compliance with Texas Law Regarding Foreign Organizations and Israel Boycotts
Texas SB 252, HB 89 and HB 793**

This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Proposer hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the “Foreign Organization List”). In the event that Proposer is added to the Foreign Organization List at any time during the term of this Contract, Proposer shall promptly provide notice to CFISD. CFISD may, at its discretion, terminate this Contract immediately upon receipt and verification of information, by any means, that Proposer has been added to the Foreign Organization List. Proposer further certifies and verifies that neither Proposer, nor any affiliate, subsidiary, or parent company of Proposer, if any (the “Related Companies”), currently boycotts Israel, and Proposer agrees that Proposer and Related Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term “boycott” shall mean 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. The term “boycott” shall not include an action made for ordinary business purposes.

Compliance with Texas Law Regarding Prohibition on Contracts with Abortion Providers: Texas SB 22

The District is prohibited from contracting with an abortion provider or an affiliate of an abortion provider under Texas Government Code Chapter 2272, whereby the provider or affiliate receives something of value derived from state or local tax revenue. By submitting a response to this solicitation, you are certifying to the District that you do not have such affiliation or contractual relationship. A contract entered into, or arrangement made in violation of this statute is void.

Company’s Name: _____

Address: _____

“a. _____ My company is not identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.”

“b. _____ My company, nor any affiliate, subsidiary, or parent company currently boycotts Israel and will not boycott Israel during the term of this Contract.”

“c. _____ My company, nor any affiliate, subsidiary, or parent company currently have affiliations or contractual relationships with an abortion provider.”

PLEASE CHECK a, b, and c ABOVE AND SIGN BELOW

Offeror’s Printed

Name _____ Position/Title _____

Offeror’s

Signature _____ Date _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.



**Compliance with Texas Law Regarding Prohibition on Investments and Contracts with
Companies that Boycott Energy Companies: Texas SB 13**

First, the bill restricts the ability of a state governmental entity, including TRS and the PSF, from maintaining or making new investments in companies that are identified as boycotting energy companies.

The bill also creates new requirements for certain contracts entered into by a governmental entity, including a school district. A contract for goods and services between a governmental entity and a company with 10 or more full-time employees that has a value of \$100,000 or more that is to be paid wholly or partly from public funds must contain a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. A governmental entity may not enter into a contract unless the company provides this verification. A sole proprietorship is excluded from the definition of *company*.

The bill provides a limited exception for a governmental entity that determines the requirement is inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

The changes in the law related to governmental entity contracts applies only to a contract entered into on or after the effective date of the act. Effective date: September 1, 2021

Company's Name: _____

Address: _____

"a. _____ My company is not identified on the Texas Comptroller's list of companies known to have investments and contracts with or provide supplies or services to companies that boycott energy companies."

"b. _____ My company, nor any affiliate, subsidiary, or parent company does not boycott energy companies."

"c. _____ My company, nor any affiliate, subsidiary, or parent company will not boycott energy companies during the term of the contract."

PLEASE CHECK a, b and c, ABOVE AND SIGN BELOW

Offeror's Printed

Name _____ Position/Title _____

Offeror's

Signature _____ Date _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.



**Compliance with Texas Law Regarding Prohibition on Contracts with
Companies that Discriminate Against Firearm Industry: Texas SB 19**

This bill adds a new Chapter 2274 to the Texas Government Code, related to prohibiting certain government contracts with companies that discriminate against the firearm and ammunition industries. Under the bill, a contract for the purchase of goods and services between a governmental entity, including a school district, and a company with at least 10 full-time employees that has a value of at least \$100,000 that is paid wholly or partly from public funds must contain a written verification that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. A governmental entity may not enter into a contract unless the company provides this verification. A sole proprietorship is excluded from the definition of company.

Discriminate against a firearm entity or firearm trade association means to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. It does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Firearm entity means a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer and a sport shooting range. *Firearm trade association* means any person, corporation, unincorporated association, federation, business league, or business organization that is not organized or operated for profit and for which none of its net earnings benefit any private shareholder or individual; has two or more firearm entities as members; and is exempt from federal income taxation as a S01(c) organization under the Internal Revenue Code.

The verification is not required for contracts with a sole-source provider or if the governmental entity does not receive any bids from a company that is able to provide the required verification. Under certain circumstances, a contract in connection with the issuance, sale, or delivery of tax and revenue anticipation notes under Texas Government Code chapter 404, subchapter H, is exempt from the requirements of the new law.

The changes in law apply only to a contract entered into on or after the effective date of the act.
Effective date: September 1, 2021

Company's Name: _____

Address: _____

- "a. _____ My company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association."
- "b. _____ My company, nor any affiliate, subsidiary, or parent company will discriminate during the term of the contract against a firearm entity or firearm trade association. A governmental entity may not enter into a contract unless the company provides this verification. A sole proprietorship is excluded from the definition of company."

PLEASE CHECK a, and b, ABOVE AND SIGN BELOW

Offeror's Printed

Name _____ Position/Title _____

Offeror's

Signature _____ Date _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.



Certification Regarding Debarment Suspension

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services in reference to System for Award Management (SAM).

Contractors must certify that the organizations and its principals are not suspended or debarred. 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 SAM in accordance with the OMB guidelines at 2 CFR 180 implementing Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting and responding to this offer/solicitation and signing the certificate, the Supplier: (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule, and (2) Will notify the District if any change to the status of the certification for the duration of the contract term if your company became an awardee to this offer/solicitation.

Offeror's Printed

Name _____ Position/Title _____

Offeror's

Signature _____ Date _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
MINORITY/WOMEN ENTERPRISE (M/WBE) AND SMALL BUSINESS ENTERPRISES (SBE)

- 1. Is your company owned (51% or more) by an individual or individuals designated as small, minority or woman- owned?**

YES

☐

NO

☐

- 2. If you answer yes to question number (1), please submit a copy of the applicable certification with your proposal.**

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, 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 contract.”

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

Please select one choice below:

- ☐ A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ B. My firm is not owned or operated by anyone who has been convicted of a felony.
- ☐ C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual(s): _____

Details of conviction(s): _____

Date of conviction(s): _____

Name of Vendor: _____

(Please type or print)

Name of Company Official: _____

(Please type or print)

Signature of Authorized Agent: _____ **Date:** _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

Conflict of Interest Questionnaire Requirement

According to Local Government Code, Chapter 176, a vendor or an agent of a vendor who enters or seeks to enter into a contract with Cypress-Fairbanks Independent School District (District) must file a completed Conflict of Interest Questionnaire with Procurement Services not later than the seventh (7th) business day after the later of:

- the date that the vendor begins discussions or negotiations to enter into a contract with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the District; or
- the date the vendor becomes aware of an employment or other business relationship with a local officer, or a family member of the officer described in Section 176.003, or that the vendor has given 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 a contract has been executed, or the local governmental entity is considering entering into a contract with the vendor or has a family relationship with the local government officer.

A new Conflict of Interest Questionnaire must be filed not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.

Please go to the following link to complete the E-CIQ at <https://app.cfisd.net/ciq/index.aspx> prior to the closing of this proposal.

This form must be executed electronically and must be completed on or after July 1st of every school year during the contract period.

Texas Ethics Commission - Certificate of Interested Parties-Form 1295

It is the intent of Cypress-Fairbanks Independent School District to enter into or renew a contract with your company that will require approval by our Board of Trustees. Actions required by House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016. Additional information regarding the specific steps required is available at <https://www.ethics.state.tx.us/>.

Please go to the Texas Ethics Commission Website at the following link: <https://www.ethics.state.tx.us/TECFileWeb/pages/login/statewideLogin.jsf> to complete the electronic Form 1295, Certificate of Interested Parties. An example of the form is on the following page, for your reference. Upon completing your Form 1295 Certificate of Interest Parties *Electronic Filing Application* with the Texas Ethics Commission, please submit the signed unsworn declaration form with your bid response which will include your assigned Certificate number.

The form shall be submitted to the undersigned to initiate or continue our business relationship. Failure to submit the form by the requested date may result in the inability to enter into or renew a contract with your company. Questions regarding the process or law should be directed to the Texas Ethics Commission. Questions regarding your contract with CFISD should be addressed to the Director of Procurement Services.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____.

My address is _____, _____, _____, _____, _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Certificate of Residency

The State of Texas passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A, statutes.capitol.texas.gov/Docs/GV/pdf/GV.2252.pdf. This law makes it necessary for the CFISD to determine the residency of its bidder. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident’ bidder refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Name of company bidding)

is, under Section: 2252.001 (3) and (4), a _____ Resident Bidder _____ Non-resident Bidder

If Non-resident Bidder is checked, does your “residence state” require bidders whose principal place of business is in Texas to under-bid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No If yes, what is the amount or percentage? _____

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

(Signature of authorized company representative)

(Print name)

Title

Date

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

Resident Bidder Form

If you or your company own real or personal property within Cypress-Fairbanks I.S.D. boundaries, please provide the address(es) and HCAD tax account number(s). If none, please indicate under item B.

A	Address	HCAD Tax Account Number (13 digits)
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

List additional account numbers on a separate page.

Additional accounts are listed ☐ Yes ☐ No

B. There is no real or personal property located in Cypress-Fairbanks I.S.D. boundaries to report.

Signature of Authorized Agent _____

Date_____

I, the undersigned for the firm named below, certify that the information concerning notification of real or personal property located within Cypress-Fairbanks I.S.D. boundaries is true to the best of my knowledge and have completed either item A or B above.

Vendor (Company) Name_____

Signature of Authorized Agent_____ Date_____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

Solicitation Acknowledgment Form

Having carefully examined the Solicitation Notice, Instructions, Requirements and Specifications, and Solicitation Acknowledgment Form, the undersigned Bidder's Agent hereby proposes and agrees to furnish goods and/or supplies in strict compliance with the specifications at the prices quoted. The Proposer affirms that, to the best of his knowledge, the bid has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this bid.

Firm Name _____

Address _____

City, State, Zip _____

Phone Number _____

Website Address _____

Email Purchase Order To _____

Remit to Address _____

Phone Number _____

Signature of Proposer _____

Printed Signature _____

Title _____

Email Address _____

Signature of Company Official _____

REQUEST FOR PROPOSAL CHECKLIST

Check

- ☐ SECTION I – Instructions
- ☐ SECTION II – System Specifications
- ☐ SECTION III – Response and Proposal Format Requirements
- ☐ SECTION IV – System Configuration Requirements
- ☐ SECTION V – Proposal Response (Response to System Specifications)
- ☐ SECTION VI – Proposal Form (Summary Cost of Solution)
- ☐ SECTION VII – Exhibit A: Certifications and Representations
 - Proposer / Vendor Certification Forms
 - State Requirement Federal Contracts
 - Compliance with SB 252, HB 89, HB 793, SB 22, SB 13 & SB 19
 - Certification Regarding Debarment Suspension
 - Minority / Women Business Enterprise & Small Business Enterprises
 - Felony Conviction Notice
 - Conflict of Interest Questionnaire
 - Texas Ethics Commission – Certificate of Interested Parties Form 1295
 - Certificate of Residency
 - Resident Bidder
 - Solicitation Acknowledgement Form
- ☐ SECTION VIII - Addenda: Insert executed counterpart to all Addenda posted on District's website