



RFP-050-2024-2025

**Kitchen Equipment For DeerCreek ES, MeadowCreek ES &
Sycamore ES**

Issue Date: 12/18/2024

Questions Deadline: 1/6/2025 12:00 PM (CT)

Response Deadline: 1/8/2025 02:00 PM (CT)

Contact Information

Contact: Nadia Powers Director of Purchasing

Address: Purchasing

1900 Crowley Pride Dr.

Fort Worth, TX 76036

Phone: (817) 297-5219

Fax: (817) 297-5203

Email: nadia.powers@crowley.k12.tx.us

Event Information

Number: RFP-050-2024-2025
Title: Kitchen Equipment For DeerCreek ES, MeadowCreek ES & Sycamore ES
Type: Request for Proposal
Issue Date: 12/18/2024
Question Deadline: 1/6/2025 12:00 PM (CT)
Response Deadline: 1/8/2025 02:00 PM (CT)
Notes: Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP.

No exceptions or alternates will be accepted for this RFP. Below is a snapshot of items being requested in this RFP. This RFP will be awarded to one (1) vendor based on the evaluation criteria of this RFP. The awarded vendor will work with the Director of Maintenance regarding delivery of items in question.

Manufacturer #	Item Description	Quantity Being Requested
TC5003WN	Speed Queen Washer	3
DC5003WE	Speed Queen Dryer	3
MCT-SM1	Mod-U-Serve Drop Front Milk Cooler	6
C539-CLDC-4	Metro Mobile Proofer	3
PT-HC-30-SS-2S-2S-D	Utility PassThrough Heated Cabinet	6
PT-R-30-SS-2S-2S-D	Utility PassThrough Refrigerator	6
7-20G PRO	Alto Shaam NG 120 Volt Oven	12
5016707	Stacking Hardware	6
5026980	Installation Kit	12

1675KIT48	Dormont Blue Hose Gas Connection Kit	12
V2B18B	Vulcan Gas Range	3
CANRK162M	Regency Can Rack	3
LG-2436-BRK	Little Giant Utility Cart	6
600DP482212P	Regency Dunnage Rack	3
CPMU244875PDP KG	Cambro Mobile Drying Rack	6
600PR20316K	Regency Pan Rack	3
CM-1814-C	Mobile Tray Lowerator	6
Metro 5X537G4	Cold Storage Shelving	12
Metro 5X567G4	Cold Storage Shelving	36
Metro 5X56GX3	Dry Storage Shelving	18

This RFP is in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200, the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) to procure vendors who provide goods and or services purchased by Crowley ISD using federal funds. All qualified vendors are encouraged to participate, including any vendor that has been awarded to a previous proposal with CISD. This proposal may be utilized by local, state, federal, child nutrition and grant funded programs.

This proposal will be awarded to one vendor. All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

The District reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- A. Proposal received after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient proposal guaranty, if required.
- E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

*****Crowley ISD will be closed in observance of the holiday break from 12-23-2024 through 1-3-2025. The District will re-open on 1-6-2025.*****

All questions must be submitted via lonwave by 12:00 PM noon on 1-6-2025. No verbal responses will be provided. Should any questions be submitted via lonwave, all questions will be provided an answer on 1-7-2025 via lonwave via end of business day.

Bid will close promptly at 2pm on 1/8/2025. Prices will be read aloud on 1/8/2025 at 2:30pm via Zoom. The Zoom link is provided within attribute #16 and this reading is not mandatory. Once bid is evaluated, the recommendation is taken to CISD Board for approval, a notice of selection will go out in lonwave to vendors that submitted to this RFP.

Bid Attachments

Blank_CIQ (2).pdf

Blank CIQ

[View Online](#)

CISD Main Vendor Info Form Update 2-10-2020 (Fillable).pdf

Main Vendor Info Form

[View Online](#)

Blank W9.pdf

Blank W9 Form

[View Online](#)

Instructions to Proposers.pdf

Instructions to Proposers

[View Online](#)

General Conditions.pdf

General Conditions

[View Online](#)

Indemnification-Fingerprinting Info.pdf	View Online
Indemnification-Fingerprinting Info	
INSURANCE PROVISIONS WITH NEW CISD ADMIN. BLDG. INFO.pdf	View Online
INSURANCE PROVISIONS	
Disclosure of Lobbying Activities.pdf	View Online
Disclosure of Lobbying Activities	
CISD_Data_Sharing_Agreement.pdf	View Online
CISD Data Sharing Agreement	
Kitchen Quantities and Locations.xlsx	View Online
Kitchen Quantities and Locations	

Requested Attachments

M/WBE/HUB Certificates

Attach M/WBE/HUB Certificates here

Additional Certification and or License

Attach Additional Certification and or License here

Main Vendor Info form

(Attachment required)

Attach completed vendor information form here

W9 Form

(Attachment required)

Attach Vendor W9 Here

Certificate of Insurance

(Attachment required)

Attach copy of COI here

Conflict of Interest Questionnaire

(Attachment required)

Download the CIQ from the Attachments tab and upload a completed copy here.

Disclosure of Lobbying Activities

Attach Disclosure of Lobbying Activities here if applies

Data Sharing Agreement

Attach completed Data Sharing Agreement here if it applies

Proposed Specifications

(Attachment required)

Please proposed specifications here in PDF format. This should be for all items being requested in this RFP.

Bid Attributes

1	<p>Holiday Observance Closure</p> <p>***Crowley ISD will be closed in observance of the holiday break from 12-23-2024 through 1-3-2025. The District will re-open on 1-6-2025.***</p> <p>All questions must be submitted via lonwave by 12:00 PM noon on 1-6-2025. No verbal responses will be provided. Should any questions be submitted via lonwave, all questions will be provided an answer on 1-7-2025 via lonwave via end of business day.</p>
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2 Section 1.0 - Proposal Requirements

3 Authorized Signature

The undersigned, in submitting this Request for Proposals and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of CISD; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this RFP.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

### 4 Authorized Representative Name and Title

Name and title of authorized official signing this document.

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(Required: Maximum 1000 characters allowed)

### 5 Crowley ISD Instructions to Proposers

Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP.

Interested vendor must review and agree to the Instructions document located in the Attachment tab of this RFP.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6 Crowley ISD Standard Terms and Conditions

Crowley ISD standard terms and conditions are listed in an attachment. Please check if you agree to CISD standard terms and conditions.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

## 7 Additional General Conditions

1. If any work is completed on District premises, when the Vendor arrives at any school/facility, it is required that Vendor's representatives report to the District designated project manager, and to the main office when open, and sign in. If the Vendor is working multiple days, they are required to report on a daily basis and sign in. Proper clothing will be worn at all times. Sleeved t-shirts and long pants are the preferred attire with the company logo on the shirts. Any deviation from this will be reviewed for acceptance. CISD requires all Vendors doing business on CISD property to have their employees and vehicles easily identifiable from company logos on items such as vehicles, ball caps, shirts, and/or ID badges.
2. Alcohol, tobacco, and firearms are prohibited on all District property.
3. Any damage done to CISD property or its customer's property is the sole responsibility of the Vendor.
4. Vendors response shall include any and all costs within their proposal response, including but not limited to costs of bonding, delivery, permits, specialized equipment, or any other cost necessary.
5. Any product provided is to be factory new, and carry full factory warranty. No refurbished units.
6. The Vendor shall be solely responsible for its use of any subcontractor or any third-party acting on behalf of the Vendor.
7. Once a project begins, the Vendor selected must finish the work.
8. Vendor is to adhere to all specifications within this proposal request or otherwise attached. Any instance where any requirement is unclear or not specified, it shall not affect adherence to any other specification, and the Vendor shall use commercially reasonable efforts to satisfy any such requirement.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

8 Crowley ISD District Overview

The Crowley Independent School District (the "District") is a school district (political subdivision) located in Tarrant and Johnson Counties and is part of the Dallas-Fort Worth metroplex. The District covers approximately 57 square miles with an estimated population of approximately 80,000 people. The area's economy relies on manufacturing, agriculture and mineral production. Agricultural income is derived from beef cattle, dairy cattle, horses, cotton and grain. Minerals produced include oil, gas, sand and gravel.

The District employs over 2,400 employees and educates over 17,000 students. There are 63 languages spoken by students that attend Crowley ISD. Currently, Crowley ISD consists of 25 campuses, 15 elementary schools (PK-5 grade span), four (4) middle schools (6-8 grade span), two (2) 9th grade centers, two (2) high schools (10-12 grade span), one (1) learning center, one (1) career and technology center. The District is currently experiencing unprecedented growth and is averaging 1,171 annual new home closings.

Interested Proposers, please click on the below hyperlink to review the most recent demographic report. You may also copy and paste the hyperlink to your browser to open and view.

<https://drive.google.com/file/d/1avSXaYYzVnsiZ57jID6uGRi0ifTolzY3/view>

9 Communications Statement

Communications: Contact between vendors and Crowley ISD representatives and or Crowley ISD Board of Trustees during the proposal process and or evaluation process is prohibited. Any attempt by vendors during the proposal process and or during the evaluation process to contact Cisd representatives and or Crowley ISD Board of Trustees, may result in disqualification of your bid response. All communication shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. Response to questions will be posted in the form of an addendum to this request for qualifications via lonwave should there be any questions received. The vendors will be responsible for reviewing any posted applicable addenda. This is your electronic signature stating that you understand.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

## 10 Scope of Work

Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP.

**No exceptions or alternates will be accepted for this RFP. Below is a snapshot of items being requested in this RFP. This RFP will be awarded to one (1) vendor based on the evaluation criteria of this RFP. The awarded vendor will work with the Director of Maintenance regarding delivery of items in question.**

| Manufacturer #      | Item Description                     | Quantity Being Requested |
|---------------------|--------------------------------------|--------------------------|
| TC5003WN            | Speed Queen Washer                   | 3                        |
| DC5003WE            | Speed Queen Dryer                    | 3                        |
| MCT-SM1             | Mod-U-Serve Drop Front Milk Cooler   | 6                        |
| C539-CLDC-4         | Metro Mobile Proofer                 | 3                        |
| PT-HC-30-SS-2S-2S-D | Utility PassThrough Heated Cabinet   | 6                        |
| PT-R-30-SS-2S-2S-D  | Utility PassThrough Refrigerator     | 6                        |
| 7-20G PRO           | Alto Shaam NG 120 Volt Oven          | 12                       |
| 5016707             | Stacking Hardware                    | 6                        |
| 5026980             | Installation Kit                     | 12                       |
| 1675KIT48           | Dormont Blue Hose Gas Connection Kit | 12                       |



|                 |                           |    |
|-----------------|---------------------------|----|
| V2B18B          | Vulcan Gas Range          | 3  |
| CANRK162M       | Regency Can Rack          | 3  |
| LG-2436-BRK     | Little Giant Utility Cart | 6  |
| 600DP482212P    | Regency Dunnage Rack      | 3  |
| CPMU244875PDPKG | Cambro Mobile Drying Rack | 6  |
| 600PR20316K     | Regency Pan Rack          | 3  |
| CM-1814-C       | Mobile Tray Lowerator     | 6  |
| Metro 5X537G4   | Cold Storage Shelving     | 12 |
| Metro 5X567G4   | Cold Storage Shelving     | 36 |
| Metro 5X56GX3   | Dry Storage Shelving      | 18 |

This RFP is in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200, the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) to procure vendors who provide goods and or services purchased by Crowley ISD using federal funds. All qualified vendors are encouraged to participate, including any vendor that has been awarded to a previous proposal with CISD. This proposal may be utilized by local, state, federal, child nutrition and grant funded programs.

This proposal will be awarded to one vendor. All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

~~~This is your signature stating you agree to the scope of work.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

1
1

Delivery of All Equipment

Items must be delivered to CISD Warehouse Building 10400 N. Crowley Rd. Crowley TX 76036. There is a dock available for the awarded vendor to utilize during the delivery. Awarded vendor will work with Director of Maintenance on schedule for installation of equipment.

As a reminder, all new equipment are turn-key purchases and must include all needed installations, equipment and related costs.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

1  
2

### Removal of Packaging

The awarded vendor is required to remove and discard from Crowley ISD premises any and all packaging for this project.

~~~This is your electronic signature that you agree.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

1
3

Period of Performance

The period of performance will be from date of award through June 30, 2025. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services for the quantity and items as identified. All purchases will be subject to the terms and conditions of this RFP.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

1  
4

### Estimated Annual Expenditures

Based on the current needs of Crowley ISD, the District estimates the spend amount for this purchase to be approximately \$684,000.00.

**\*\*This amount is an approximate. Actual amount will depend on awarded numbers.\*\***

1  
5**Tentative Timeline Information**

| Timeline                                                                                                                                     | Date                          |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| RFP Advertised Date                                                                                                                          | 12/18/2024 9:00 A.M. CST      |
| All RFP Questions Due via lonwave                                                                                                            | 1/6/2025 12:00 P.M. CST       |
| All RFP Questions will be answered in lonwave                                                                                                | 1/7/2025 End of Business Day  |
| RFP Closing Date<br><br><b>**Note this RFP will be publicly read aloud at 2:30 p.m. via Zoom on this date. Zoom Link in attribute #17.**</b> | 1/8/2025 2:00 P.M. CST        |
| Future Action Board Agenda Item                                                                                                              | January 2025                  |
| Consent Board Agenda Item For Board Approval                                                                                                 | January 2025 or February 2025 |
| Anticipated Award Date                                                                                                                       | Upon Board Approval Date      |

1  
6**Award Information**

This proposal will be awarded to (1) one vendor. The District will award the vendor that is most conducive to Crowley ISD needs. CISD has the right to terminate said contract at any time with any vendor if it is in the best interest of the District. If contract will be terminated, vendor will receive a notice 30 days prior to termination from the Purchasing Department. The District reserves the right to publish subsequent solicitations. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services.

**\*\*Do not provide any goods and or services without a bona-fide purchase order signed by the Director of Purchasing.\*\***

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

1
7**RFP Closing**

The bid will close promptly at 2:00 pm on January 8, 2025. This RFP will be publicly opened via Zoom at 2:30 pm on January 8, 2025. The bid tabulation reading of this RFP is not mandatory for vendors to attend. Proposal offer must remain valid for at least 180 days. All vendors will be notified of outcome selection awarded via lonwave once bid has been evaluated and awarded.

To attend to the RFP closing call where each prospective bidder's submission will be read aloud, please click on the URL link at 2:30 p.m. CST on January 8, 2025 to attend. **Please note, no questions will be answered during this time.**

Nadia Powers is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://crowley-k12-tx-us.zoom.us/j/98917778490?pwd=VMaz18hmSOqEkOaGXb8dq91os1jRuW.1>

Meeting ID: 989 1777 8490

Passcode: 038607

One tap mobile

+13462487799,,98917778490# US (Houston)

+12532050468,,98917778490# US

Dial by your location

• +1 346 248 7799 US (Houston)

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

• +1 719 359 4580 US

• +1 646 931 3860 US

• +1 689 278 1000 US

• +1 929 436 2866 US (New York)

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

Meeting ID: 989 1777 8490

1
8

Equipment and Installation Requirements

This proposal will be awarded to one vendor. All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

1  
9

### Proposal Preparation and Response Costs

All travel, proposal preparation costs, and any costs related to the Vendors submitting a response to this proposal request shall be borne by the Vendor. The District will not be responsible for any Vendor expenses attributable to the preparation or response to this proposal request.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

2
0

Contract Dispute Resolution

All disputes arising in connection with the contract formed as a result of this proposal shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of thirty (30) calendar days, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available by law or in equity.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

2  
1

### District Purchase Orders

Does your company accept district purchase orders?

Vendor must type "Yes" or "No" as an answer

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(Required: Maximum 1000 characters allowed)

2  
2

### District Checks

Does your company accept district purchase checks for payment?

Vendor must type "Yes" or "No" as an answer

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(Required: Maximum 1000 characters allowed)

2  
3

### W-9 Form

Crowley ISD requires W-9's to be on file for all vendors from whom we purchase from. Please make sure to attach your current W9 to this advertised RFP prior to submitting your response. You may upload the document under the "Response Attachments" tab. Please indicate that you have read and will comply.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

2
4

Original Invoice Submission

All invoices for products and or services must include the processed purchase order number associated with that purchase. All invoices must be emailed to accounts.payable@crowley.k12.tx.us.

If vendor selects to mail paper copies of invoices, please send to the below:

Crowley ISD
Attention: Accounts Payable
PO Box 688
Crowley TX. 76036

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

2  
5

### Payments for Goods and Services

Payment for goods and services shall be governed by Texas Government Code 2251. Upon the Vendor's request, CISD shall furnish applicable tax exemptions that the District holds. The District may dispute an invoice by providing an explanation of the basis for the dispute. The Vendor shall be responsible in securing credit memos, as may be needed, for any problems that may occur during the length of this proposal for any reason, including but not limited to over priced items, incorrect shipping charges, standard returns, or any charges not in accordance with this proposal.

2  
6

### Credit Memos

CISD expects awarded vendor's sales representative and/or customer service department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this proposal such as over priced items, shipping charges etc.

2  
7**Tax Exempt Status**

The Crowley Independent School District is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN PROPOSAL PRICES. Excise Tax Exemption Certificate will be furnished upon request. CISD Federal ID Number is 75-1247307.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

2
8**No Deviations**

I certify that there are **NO** deviations from the attached Special Terms, Conditions, and Specifications.

~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

2
9**Deviations**

If your Firm intends to deviate from the Specifications listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bids based upon any deviations indicated below. If none, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

3
0**Dun & Bradstreet Number (DUNS #)**

The Data Universal Numbering System, abbreviated as DUNS or D-U-N-S, is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS number is a nine-digit number issued by D&B assigned to each business location in the D&B database having a unique, separate, and distinct operation for the purpose of identifying them. Please enter your DUNS #. If you do not have one, please enter N/A (not applicable).

(Required: Maximum 1000 characters allowed)

3
1**Covid-19 Vaccine Passport Prohibition**

Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

3  
2

### Debts and Delinquencies Affirmation

Vendor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

3
3

Non-Collusive Bidding Certificate

NON-COLLUSIVE BIDDING CERTIFICATE- By submission of this bid or proposal, the vendor certifies that: a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

3  
4

### Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: • The employer has contracted with the district to provide services. • The particular employee will have continuing duties relating to the contract with the district. • The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: • they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District believes might compromise the safety of student, staff or property. A Bidder/Proposer's violation of this section shall constitute substantial failure. If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

3
5**Crowley ISD Indemnification/Fingerprinting Info**

Crowley ISD Indemnification/Fingerprinting Info are listed in an attachment. Please check if you agree to CISD Indemnification/Fingerprinting Info.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

3  
6**Crowley ISD Insurance Provisions**

Crowley ISD Insurance Provisions are listed in an attachment. If vendor's staff will be on a school site while students will be present, vendor must comply with Texas Education Code Chapter 22. This is required for all Texas Public Schools. If vendor staff will be on school site while students will be present, you must attach copy of insurance to your bid response.

If your staff will not be on campus when students are present, you MAY not have covered employees. Crowley ISD recommends all vendors consult their legal counsel for guidance in compliance with this law. Please check if you agree to CISD Insurance Provisions.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

3
7**Felony Conviction Notification**

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 contract.

~~~Please select the statement that applies to your company regarding the Felony Conviction Notification Publicly held corporation-N/A = My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. No = My firm is not owned nor operated by anyone who has been convicted of a felony. Yes = My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

☐ N/A ☐ Yes ☐ No

(Required: Check only one)

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8**Felony Conviction Details**

If your firm is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (not applicable).

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(Required: Maximum 4000 characters allowed)

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### Disclosure of Interested Parties

House Bill 1295 - Disclosure of Interested Parties: CISD may not enter into certain contracts with a business entity that is in excess of \$50,000 or more in one transaction unless the business entity submits a disclosure of interested parties to CISD at the time the business entity submits the signed contract. The Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) provides the appropriate instructions on how to file Form 1295. CISD Purchasing Department will request the form 1295 as needed.

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### Conflict of Interest Questionnaire

Conflict of Interest: It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: <https://www.ethics.state.tx.us/forms/conflict/>. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. (Ref H.B. 23.)

Officers of the Crowley Independent School District are as follows:

- Dr. Michael McFarland, Superintendent of Schools
- Daryl R.Davis,II, Board President
- Gary Grassia, 1st Vice President
- Dr. Mia Hall, 2nd Vice President
- Nedra Robinson, Board Secretary
- June Davis, Board of Trustee Member
- Dr. La Tonya Woodson-Mayfield, Board of Trustee Member
- Kelicia Stevenson, Board of Trustee Member
- 

The Conflict of Interest Questionnaire form can also be located under the "Attachments Tab" of this advertised RFP. If you are required to file, attach your completed conflict of interest questionnaire under the "Response Attachments" Tab of this RFP.

If there is a conflict of interest, answer yes and then complete the conflict of interest questionnaire and upload it to the "Response Attachments" tab of this RFP.

If there is no Conflict of Interest, please select N/A for your answer and mark N/A on the conflict of interest questionnaire, sign the form and then upload it under the "Response Attachments" tab of this RFP.

☐ Yes

☐ N/A

(Required: Check all that apply)

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1

#### **Prohibition on Contracts with Companies Boycotting Israel (HB 89)**

Pursuant to Texas Government Code, Chapter 2270, as amended, if Proposer is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Proposer represents and warrants to the Owner that the Proposer does not boycott Israel and will not boycott Israel during the term of this Agreement.

**Note:** On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

4
2

Prohibition on Contracts with Certain Companies (SB 252)

The Proposer verifies that neither the company, nor any subsidiaries, nor entities under common control, are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization"

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

4  
3

#### **Prohibition from Contracting with Abortion Providers**

Pursuant to Texas Government Code Chapter 2272, Vendor certifies by its signature below that it is not an abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the vendor has such a prohibited affiliation or contractual relationship.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

4
4**Contract with person indebted to school district Texas Education Code 44.044****Sec. 44.044. CONTRACT WITH PERSON INDEBTED TO SCHOOL DISTRICT.**

a) The board of trustees of a school district by resolution may establish regulations permitting the school district to refuse to enter into a contract or other transaction with a person indebted to the school district.

b) It is not a violation of this subchapter for a school district, under regulations adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the school district.

c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the school district requiring approval by the board.

I certify I am not indebted to Crowley ISD.

~~~This is your electronic signature.

☐ I certify

☐ I do not certify

(Required: Check all that apply)

4  
5**Code of Conduct**

Vendors and their suppliers, installers and all others working on CISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers and installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities by signing this document. 1. Vendors employees, installers and suppliers who will be entering the district site should check in with the CISD designated representative. 2. Vendors employees, installers and supplier must wear picture ID badges while on CISD property. See Criminal Background Check Notification attribute included in this proposal. 3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff. 4. Drugs and alcoholic beverages are PROHIBITED. 5. The use of vulgar or improper language is PROHIBITED. CISD will determine on a case by case basis what constitutes vulgar or improper language. 6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. CISD staff will determine unacceptable behavior. 7. School requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and also work with CISD to make up any scheduling. 8. ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED. 9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed. 10. Vendor's employees, installers and suppliers will promptly leave the school campus at the end of each work shift. 11. Weapons of any type are not allowed on the job site or parking area. Vendor's employees will comply with all state and district rules regarding weapon free zones. 12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by CISD to perform criminal background evaluations/investigations. 13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on CISD property where students are present: · Any offense against a child. · Any sex offense. · Any crimes against persons involving weapons or violence. · Any felony offense against property; or · Any other offense that CISD believes might compromise the safety of students, staff or property. I understand and agree to comply with the rules and responsibilities as stated in the Job Site Code of Conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules and responsibilities stated above.

~~~This is your electronic signature.

☐ I certify

☐ I do not certify

(Required: Check all that apply)

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6 | Resident Bidder's Certification <p>Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident. Section 2252.001(4) "Resident bidder" means a bidder 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 governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid 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.</p> <p>Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?</p> <p>~~~This is your electronic signature.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>(Required: Check all that apply)</i></p> |
| 4
7 | Non-Resident Bidder's Certification <p>Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p> |
| 4
8 | Place of Business <p>For the 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 vendors ultimate parent company or majority owner:</p> <p>1.Has its principal place of business been located in the state of Texas; OR</p> <p>2.Employs at least 500 persons in the state of Texas</p> <p>3.IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>(Required: Maximum 4000 characters allowed)</i></p> |

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Number of Employees

For the 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 vendors ultimate parent company or majority owner:

- 1.Has its principal place of business in this state of Texas; OR
- 2.Employs at least 500 persons in this state.
- 3.IF YOU ARE NOT A TEXAS BASED BUSINESS, DO YOU HAVE MORE THAN 500 EMPLOYEES IN TEXAS?

(Required: Maximum 4000 characters allowed)

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Public Records Notification

The District is subject to the Texas Public Information Act and its limited exceptions. When applicable, District will provide third party notice but assumes no other liability or obligation to protect from disclosure third party information or records. Tex. Gov't Code § 552.305. I acknowledge and agree.

~~~This is your electronic signature.

☐ Yes, I Agree

☐ No

(Required: Check all that apply)

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1

#### Objections to the Public Records Notification

If your Firm has any objections to the release of information provided and contained in this solicitation, please list your objections below. Only those organizations providing objections below will receive third party notification. Objections to the release of information are subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. If no objections, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

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2

#### Confidential Information Attached

If any of a respondent's information is considered to be confidential or a trade secret belonging to the respondent and, if released would give advantage to a competitor or respondent, that information should be submitted with the proposal in a separate attachment marked 'CONFIDENTIAL.' The release of information marked 'Confidential' is subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas.

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3

### Compliance with Texas Family Code Provision

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. Select applicable certification:

#### Certification 1:

Person(s) certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. Please attach sheet of names and signatures in the Response Attachments tab. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, check not applicable.

#### Certification 2:

Proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

~~~This is your electronic signature.

☐ Yes

☐ No

☐ N/A

(Required: Check all that apply)

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4

American With Disabilities Act

Vendor represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

5  
5**TRS Retiree Reporting**

In accordance with TRS requirements, TRS retirees engaged with a Texas public school district, or a 3rd Party Entity (an entity retained by a Texas public educational institution to provide personnel to the institution to perform duties or provide services that employees of the institution would normally perform or provide), must be reported by the Texas Public school district to TRS with the name and identifying requirements of each retiree for recording purposes. Employment by a third-party entity is considered employment by a Texas public educational institution subject to the employment after retirement laws and rules. For purposes of employment after retirement, retirees are considered employees during the first 12 consecutive-calendar-months following retirement, if they are performing duties or providing services for an educational institution that an employee of the institution would otherwise perform, and waiving, deferring, or foregoing compensation for those duties or services; working as independent contractors; working as a volunteer but performing duties or providing services that the retiree performed immediately before retiring and has an agreement to perform or provide those same services or duties after the first 12 full, consecutive-calendar-months after retirement. Employers are required to report these retirees, as if they were employees, each month during the first 12 calendar months after the retiree's effective date of retirement. If an Independent Contractor, Are you a TRS retiree, or as a Vendor, are any of your staff who are providing services to Crowley ISD TRS retirees? (If yes, please provide a separate attachment listing details within the "response attachment tab")

If this attribute does not apply to your company, please note "N/A."

~~~This is your electronic signature.

(Required: Maximum 1000 characters allowed)

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6**Change in Law and Compliance with Laws**

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

~~~This is your electronic signature.

☐ Yes, I understand

☐ No

(Required: Check all that apply)

5  
7**Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commercial Code, vendor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Vendor will notify CISD before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

5
8

Electrical Items

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

~~~This is your electronic signature.

☐ Yes

☐ No

☐ N/A

(Required: Check all that apply)

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9

### Federal Occupational Safety and Health Law

Vendor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6
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Buy American Provision

The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

Does Vendor Agree? Yes or No or if this does not apply to you, please select N/A

~~~This is your electronic signature.

☐ Yes

☐ No

☐ N/A

(Required: Check all that apply)

6  
1

### Civil Rights/Discrimination

The vendor will be in compliance with mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities. Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6
2

Immigration

Vendor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments. process the vendor will be in compliance.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6  
3

### Media Release

Vendor shall not use CISD name, logo, or other likeness in any press release, marketing material, or other announcement without district prior written approval. CISD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the proposal or the services to which they relate without CISD prior written consent, and then only in accordance with explicit written instructions from the district.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6
4

Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6  
5

### Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this proposal, neither I nor any representative of the bidder has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this proposal, neither I nor any representative of the bidder has violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this proposal to a competitor of the bidder or any other company, corporation, firm, partnership or individual engaged in the same line of business as the bidder.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6
6

Technology Access Clause

Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Vendor represents and warrants to CISD that the technology provided to the district for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

~~~This is your electronic signature.

☐ Yes

☐ No

☐ N/A

(Required: Check all that apply)

6  
7

### Data Sharing Agreement

Does your product or service involve the sharing of Student Data? The Data Sharing Agreement is attached for your review and can be found in the "Bid Attachments" Tab.

1. Data shall include but not limited to:

- CISD assigned student identification numbers
- CISD employee data
- Metadata
- User Content/Course Content
- All personally identifiable information in education records, directory data and other non-public education

2. Personally identifiable information (PII) as identified in the Family Education Rights and Privacy Act (FERPA)

3. De-identified information- Data or information that neither identifies nor provides the identity of an individual

**\*\*Note: If Crowley ISD will be making a purchase from your company, the data sharing agreement will be sent for review, completion of data and signature.\*\***

Vendor must Answer either "Yes" " No" or " N/A"

~~~This is your electronic signature.

☐ Yes

☐ No

☐ N/A

(Required: Check all that apply)

6
8

Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

6  
9

### Disaster Recovery Plan

Upon request of the district, Vendor shall provide the descriptions of its business continuity and disaster recovery plans.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7
0**Financial Participation Prohibited Affirmation**

Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from CISD to participate in the preparation of the specifications or solicitation on which this proposal or contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7  
1**Dealings with Public Servants Affirmation**

Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7
2**Firearm Entity/Trade Association Nondiscrimination**

If VENDOR is not a sole proprietorship, has ten (10) or more employees, and the value of VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the DISTRICT, unless excepted from that law.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7  
3**Energy Company Boycott**

As required by Texas Government Code Ann. Chapter 2274, if VENDOR has ten (10) or more employees, is not a sole proprietorship, and if the value of VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the DISTRICT, unless excepted by that law.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7
4**Equal Employment Opportunity**

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder/proposer must certify that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7  
5**Certification of Equal Employment Statement**

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7
6**Davis Bacon Act**

Davis-Bacon Act wage rates for construction projects, 40 U.S.C. §3141 – §3144 and §3146 – §3148 as supplemented by Department of Labor regulation in 29 C.F.R. Part 5. If applicable to this contract, a copy of the current prevailing wage rate will be attached.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7  
7**Copeland Anti-Kickback Act**

The Copeland Anti-Kickback Act, 40 U.S.C. §3145, and Department Of Labor regulations, 29 C.F.R. Part 3, prohibiting kickbacks in exchange for employment on the project.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7
8**Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or 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 sub-recipients shall certify and disclose accordingly.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

7  
9**Certificate 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 equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. By submitting this offer and signing this certificate you (the Vendor): (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.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

8
0**Disclosure of Lobbying Activities**

Disclosure of Lobbying Activities (Form SF-LLL) and instructions for completion of the form are found under the "Attachments" tab. You must complete the form and attach it to your submission. If nothing to disclose, enter "N/A" and sign the form prior to attaching it.

8
1**Certification of Applicability to Sub-Contractors**

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

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

8  
2

### Subcontractor Information

If your company will have subcontractors for the duration of this contract, please list them here. If none, please enter N/A (not applicable).

Changes to the List of Subcontractors must be reviewed and approved in writing by the Crowley ISD Purchasing Department prior to any changes being made. This ensures that there is no conflict of interest involved during the duration of this agreement.

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\_\_\_\_\_  
(Required: Maximum 4000 characters allowed)

8  
3

### PR/Award # or Project Name Regarding Debarment

Please enter your PR/Award # or Project Name regarding debarment IF YOU HAVE ONE. If you don't have a #, please enter N/A (not applicable).

~~~This is your electronic signature.


(Required: Maximum 1000 characters allowed)

8
4

Clean Air and Clean Water Act

Proposer must be in compliance 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), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

8  
5

### Energy Policy and Conservation Act

When federal funds are expended by Crowley ISD 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871). ~~~ This is your electronic signature.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

8
6**Solid Waste Disposal Act**

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. I agree to comply with this Federal Rule.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

8  
7**Rights to Inventions**

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

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

8
8**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 above, when federal funds are expended by Crowley ISD, the vendor certifies that during the term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Vendor must type "Agree" or "Disagree."

~~~This is your electronic signature.

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(Required: Maximum 1000 characters allowed)

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9

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

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

(2) If any funds other than 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 sub-recipients shall certify and disclose accordingly.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

9
0

Encouragement of Historically Underutilized Business and Minority-and Women-Owned Businesses

The District establishes the following minimum percentage goals for District work to be performed by HUBs or M/WBEs as prime contractors or as subcontractors for work valued at or above \$50,000 and advertised for competitive bid or competitive sealed proposals:

1. 20 percent of general purchases;
2. 25 percent of professional services
3. 20 percent of construction contracts

However, nothing in CH(Local) board policy shall operate in violation of law, including the provisions of the revised civil statutes of Texas, Texas Education Code 44.031, or any other provision of state or federal law.

9
1

MWBE/WBE/HUB Compliance

If vendor will be subcontracting any work under this award, if successful, vendor must agree to comply with federal requirements stated on 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Please make sure to attach proper certification(s) in the response upload area.

~~~This is your electronic signature.

☐ Yes

☐ No

*(Required: Check all that apply)*

9  
2

### **Record Retention**

When federal funds are expended by Crowley ISD 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 five (5) years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. I agree to comply with this Federal Rule.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

9
3

Breach of Contract

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 this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD 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. I agree with this Federal Rule.

~~~This is your electronic signature.

☐ Yes

☐ No

*(Required: Check all that apply)*

9  
4**Termination for Cause and Convenience**

Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD 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. Crowley ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Crowley ISD believes, in its sole discretion that it is in the best interest of Crowley ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Crowley ISD as of the termination date if the contract is terminated for convenience of Crowley ISD. Any award under this procurement process is not exclusive and Crowley ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Crowley ISD. I agree to abide by this Federal Rule.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

9
5**Prohibition on Telecommunications/Video Services or Equipment, 2 C.F.R. §200.216**

All recipients of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation.

The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities **OR** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

9  
6**Domestic Preference for Procurement**

VENDOR will, as appropriate and consistent with law, to the greatest extent possible, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, concrete, and other manufactured products). These requirements must also be included in all sub-awards and contracts under VENDOR's contract. 2 C.F.R. §200.322.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

9
7**Profit As a Separate Element**

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

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

9  
8**Intangible Property**

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

9
9**Prohibited Employee Assistance**

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job, if the Vendor knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

1  
0  
0**Companies Engaged in Business with Iran, Sudan, or a Foreign Terrorist Organization**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, school districts in the State of Texas, are prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Vendor certifies that it is not a listed company under any of those Texas Government Code provisions. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading our organization to believe that the Vendor was a listed company at the time of this procurement.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

Certificate Regarding Alcoholic Beverages and Tobacco-Free Campus Policy

The VENDOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

~~~This is your electronic signature.

☐ Yes

☐ No

*(Required: Check all that apply)*

## Certificate Regarding Drug-Free Workplace

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision
  - (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. I, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will
    - (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace,
    - (b) establish a drug-free awareness program, and
    - (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either

- (a) made a false certification herein, or
- (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

Certificate Regarding Worker's Compensation

Labor Code section 3700 in relevant part provides: Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

~~~This is your electronic signature.

☐ Yes

☐ No

*(Required: Check all that apply)*



**E-Verify Programs**

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

**Declaration**

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

105

Compliance with Anti-Trust Laws

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that: 1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; 2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15; 3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and 4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

106

### Interlocal Agreement Clause - EPCNT (Educational Purchasing Cooperative of North Texas)

Crowley ISD is a member of EPCNT (*Educational Purchasing Cooperative of North Texas*) interlocal agreement that allows for any vendor that is awarded to an EPCNT compliant bid with an EPCNT district member, to piggyback from awarded bids. Several governmental entities around the Crowley Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? \*\*\*\*If you (the Vendor) checked yes, the following will apply: Government entities utilizing Internal Governmental contracts with the CISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than CISD will be billed directly to that government entity and paid by that government entity. CISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/services as needed.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

107

Contractor's Certificate Regarding Cooperative Agreement

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only: (i) Direct United States Government cash assistance to an individual (ii) A subsidy (iii) A loan (iv) A loan guarantee, or (v) Insurance.

Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

108

**Affiliated Purchasing Cooperatives**

Crowley ISD is currently affiliated with the below cooperatives. If your company is currently awarded to any of these cooperatives and you are interested in submitting to this advertised line item RFP, you must submit to this proposal for possible evaluation.

| Cooperative Name                                         |
|----------------------------------------------------------|
| Allied State Cooperative                                 |
| Buyboard Cooperative                                     |
| Choice Partners Cooperative                              |
| Equalis Group Cooperative                                |
| Omnia Partners (Formally U.S. Communities) Cooperative   |
| Sourcewell (Formally NJPA) Cooperative                   |
| Tarrant County Cooperative Purchasing Program            |
| Texas DIR (Texas Department of Information Resources)    |
| Texas SmartBuy Cooperative                               |
| TIPS- USA (The Interlocal Purchasing System) Cooperative |
| TXMAS- Texas Comptroller                                 |

109

**Section 2.0 - References**

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>1<br>0 | <b>Reference Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             | <p>Please indicate below three business references that have contracted with your company to provide like products and/or services. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities. <b>Note: Failure to supply complete reference information may be grounds for bid/proposal disqualification. It is the vendor's responsibility to make appropriate assurance that the references provided are aware that CISD will be contacting them for a reference check. Failure of the references to timely respond to our reference check will directly impact the points assigned for this information on the selection process.</b> ~~ I have read and understand the references requirements.</p> <p>~~~This is your electronic signature.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><i>(Required: Check all that apply)</i></p> |

|             |                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>1<br>1 | <b>Reference 1</b>                                                                                                                                                                                                                                                                                                                                                                     |
|             | <p>Reference Number 1. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p> |

|             |                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>1<br>2 | <b>Reference 2</b>                                                                                                                                                                                                                                                                                                                                                                     |
|             | <p>Reference Number 2. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p> |

|             |                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>1<br>3 | <b>Reference 3</b>                                                                                                                                                                                                                                                                                                                                                                     |
|             | <p>Reference Number 3. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p> |



**Evaluation Criteria**

**In evaluating Request for Proposals submitted and per the Texas Education Code 44.031(b) and Texas Department of Agriculture, Administrators Reference Manual (ARM) Section 17, following considerations shall be taken into account to determine the best value for the District.**

|   | Factors                                                                                                                                                                                                                                                                                                                                                                                             | Possible Points or Weighted Averages |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1 | purchase price                                                                                                                                                                                                                                                                                                                                                                                      | 30                                   |
| 2 | the reputation of the vendor or of the vendor's goods or services                                                                                                                                                                                                                                                                                                                                   | 15                                   |
| 3 | the quality of the vendor's goods or services                                                                                                                                                                                                                                                                                                                                                       | 15                                   |
| 4 | the extent to which the goods or services meet the District's needs                                                                                                                                                                                                                                                                                                                                 | 10                                   |
| 5 | the vendor's past relationship with the District                                                                                                                                                                                                                                                                                                                                                    | 10                                   |
| 6 | the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses                                                                                                                                                                                                                                                                           | 0                                    |
| 7 | the total long-term cost to the District to acquire the vendor's goods or services                                                                                                                                                                                                                                                                                                                  | 10                                   |
| 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:<br><br>a. has its principal place of business in this state; or<br><br>b. employs at least 500 persons in this state. | 0                                    |
| 9 | the District will select the most highly qualified provider of this services on the basis of:<br><br>-demonstrated competence:<br><br>a. experience, etc.<br><br>-qualifications:<br><br>a. education<br><br>b. certification, licenses, etc.                                                                                                                                                       | 10                                   |

1  
1  
6**False Statements**

Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted proposal and any resulting contract.

~~~This is your electronic signature.

☐ Yes

☐ No

(Required: Check all that apply)

Bid Lines

1

Kitchen Equipment Pricing Section

Interested vendors MUST attach a detailed specification of each item being proposed.

As a reminder, no exceptions or alternates will be accepted for this RFP.

2

Speed Queen Washer

(Response required)

Quantity: 3 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

3

Speed Queen Dryer

(Response required)

Quantity: 3 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

4 Mod-U-Serve Drop Front Milk Cooler

(Response required)

Quantity: 6 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

5 Metro Mobile Proofer

(Response required)

Quantity: 3 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

6 Utility PassThrough Heated Cabinet

(Response required)

Quantity: 6 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

7 Utility PassThrough Refrigerator

(Response required)

Quantity: 6 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

8 Alto Shaam NG 120 Volt Oven

(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

9 Stacking Hardware

(Response required)

Quantity: 6 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

10 Installation Kit

(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

11 Dormont Blue Hose Gas Connection Kit

(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

1
2

Vulcan Gas Range

(Response required)

Quantity: 3 UOM: EA Price: \$ Total: \$ Manufacturer #: V2B18BItem Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes: 1
3

Regency Can Rack

(Response required)

Quantity: 3 UOM: EA Price: \$ Total: \$ Manufacturer #: CANRK162MItem Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes: 1
4

Little Giant Utility Cart

(Response required)

Quantity: 6 UOM: EA Price: \$ Total: \$ Manufacturer #: LG-2436-BRKItem Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes: 1
5

Regency Dunnage Rack

(Response required)

Quantity: 3 UOM: EA Price: \$ Total: \$ Manufacturer #: 600DP482212PItem Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes:

1
6

Cambro Mobile Drying Rack

(Response required)

Quantity: 6 UOM: EA Price: \$ Total: \$ Manufacturer #: CPMU244875PDPKGItem Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes: 1
7

Regency Pan Rack

(Response required)

Quantity: 3 UOM: EA Price: \$ Total: \$ Manufacturer #: 600PR20316KItem Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes: 1
8

Mobile Tray Lowerator

(Response required)

Quantity: 6 UOM: EA Price: \$ Total: \$ Manufacturer #: CM-1814-CItem Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes: 1
9

Cold Storage Shelving

(Response required)

Quantity: 12 UOM: EA Price: \$ Total: \$ Manufacturer #: Metro 5X537G4Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**☐ Additional notes
(Attach separate sheet)Supplier Notes:

2
0

Cold Storage Shelving

(Response required)

Quantity: 36 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

2
1

Dry Storage Shelving

(Response required)

Quantity: 18 UOM: EA Price: \$ Total: \$

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature