



26-06-01

Zoom Enterprise License Subscription

Issue Date: 6/22/2026

Questions Deadline: 7/6/2026 03:00 PM (CT)

Response Deadline: 7/20/2026 03:00 PM (CT)

Contact Information

Contact: Clavelia Martin, Commodity Manager II

Address: Procurement Department
5000 Research Forest Drive
The Woodlands, TX 77381

Phone: 832 (813) 6723

Email: clave@lonestar.edu

Event Information

Number: 26-06-01
Title: Zoom Enterprise License Subscription
Type: Request for Proposal
Issue Date: 6/22/2026
Question Deadline: 7/6/2026 03:00 PM (CT)
Response Deadline: 7/20/2026 03:00 PM (CT)
Notes: This RFP is for the purchase of Zoom Enterprise License Subscription

It is the intent of this bid to establish a shelf or catalog discount for system-wide purchases of items. Items will normally be purchased in small quantities on an "As Needed" basis by any of our campuses and departments throughout the Lone Star College System.

Please direct any questions regarding this RFP to Clavelia Martin, Commodity Manager II, through the questions and answers tab. Request for Proposals shall be submitted electronically through the Lone Star College System eBid system. Bidders are required to read the Special Conditions and to comply with all bid terms. The Lone Star College System will be accepting proposals on a continual basis from the issue date of the RFP until it is opened at 3 p.m. CST on July 20, 2026.

Billing Information

Contact: Accounts Payable
Address: 5000 Research Forest Drive
The Woodlands, TX 77381
Phone: 1 (832) 813-6551
Email: accounts.payable@lonestar.edu

Bid Activities

First Legal Advertisement & Release of RFP

6/22/2026 7:00:00 AM (CT)

First Legal Advertisement and release of RFP

Second Legal Advertisement

6/29/2026

Second Legal Advertisement

Last Day to Submit Questions

7/6/2026 3:00:00 PM (CT)

Response to Bidder Questions

7/13/2026 3:00:00 PM (CT)

Responses to bidder questions posted

Deadline to Submit Proposal

7/20/2026 3:00:00 PM (CT)

Deadline to submit proposal.

The window for bid submission will close promptly at 3:00PM (CST) on Monday, July 20, 2026.

Evaluation of Proposals Submitted

7/27/2026 12:00:00 PM (CT)

Evaluation of proposals submitted (Date subject to change.)

Board Meeting

11/5/2026

Board of Trustees meeting

Bid Attachments

Supplier Response Quick Tutorial.pdf

Download

Directions on how to respond to a solicitation in the Ion Wave system.

W-9 Revised March 2024.pdf

View Online

W-9 From - March 2024

Requested Attachments

W-9 Form

(Attachment required)

Please attach a complete and executed current Form W-9. This item is a required attachment.

Certificate of Interested Parties Form 1295

If you have completed the Form 1295 for this proposal and wish to submit it with your proposal. Please attach a completed Form 1295.

As stated in Attribute #43, Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at <https://www.ethics.state.tx.us/filinginfo/1295/>. Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity. The completed Form 1295 with the certification of filing certificate number and signatures must be filed with Lone Star College. Proposer can attach the completed form here.

Bid Attributes

1 NOTICE TO OFFERORS

This RFP is the intention of the Lone Star College System ("LSCS" or "The System") to purchase contract of licensing for Zoom Enterprise Software used System-wide for online collaboration.

All prices and/or discounts are to be effective for up to an initial three year term, with mutual agreement by both parties. Prices are to include delivery charges FOB Lone Star College System. Upon mutual agreement, proposed prices and/or discounts can be extended beyond the firm price offer date on a month-to-month basis.

This agreement is subject to the appropriation of funds by the System in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to the Agreement. The obligations of the System in any fiscal year for which this agreement is in effect shall constitute a current expense of the System for that fiscal year only, and shall not constitute an indebtedness of the System beyond that fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated. Quantities listed are an estimate and should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and available funds. Official LSCS purchase orders will be issued on an as-needed basis.

The use of manufacturers' specifications (Design Guides) by the System may be considered informative, dependent on specifications, giving the bidder information as to the minimum requirements of the items requested. Any proposed alternates **MUST MEET OR EXCEED** these requirements in order to be considered. If unsure from description that item to be offered meets or exceeds specifications, it is the bidder's responsibility to further research the design guide. The bidder shall note any deviations from specifications and shall note those changes in specifications as a bidder note.

QUESTIONS & ANSWERS : Bidders may submit questions regarding this bid online through the LSCS eBid system under the Questions tab. The questions and answers will be made available to all bidders in the Questions tab. It is the bidders' responsibility to check the bid to see if any answers have been posted. The deadline for submitting questions is listed in the "Bid Information" and "Bid Activities" tabs of the RFP.

The System reserves the right to reject any or all responses, to waive any irregularities and/or technicalities in responses received, or award a part not all of the work involved in the Project(s). The System, in its sole discretion, will determine whether any or all of the responses are responsive and reserves the right to make a determination as to whether any one or more respondents are qualified.

☐ I have read and understand this information.

(Required: Check if applicable)

2 Special Conditions - Scope of Work

Overview

Lone Star College System (LSCS) is seeking proposals from qualified vendors for the **renewal of its Zoom Enterprise License Subscription services**. The purpose of this engagement is to ensure continued access to enterprise-grade video conferencing, collaboration, and communication capabilities that support academic instruction, administrative operations, and remote engagement.

Term of Agreement

- **Base Term:** Three (3) Years
- **Optional Terms:** Two (2) additional one-year extensions
- **Total Potential Term:** Five (5) Years
- **Start Date:** April 1, 2027
- **Base Term End Date:** March 31, 2030
- **Optional Year 1:** April 1, 2030 – March 31, 2031
- **Optional Year 2:** April 1, 2031 – March 31, 2032

LSCS reserves the right to exercise the optional renewal years at its sole discretion.

Current Environment

LSCS currently utilizes Zoom as its primary platform for virtual meetings, online instruction, webinars, and collaboration.

The platform supports:

- Synchronous online instruction and hybrid learning environments
- Administrative meetings and cross-campus collaboration
- Webinar hosting and large-scale virtual events
- Integration with learning management systems and productivity tools

Zoom is deployed across faculty, staff, and select student use cases and supports mission-critical instructional and operational functions.

Objectives

The objectives of this renewal are to:

- Maintain uninterrupted access to Zoom services
- Support high-quality video conferencing and collaboration capabilities
- Ensure scalability to meet academic and administrative demands
- Maintain vendor support and access to updates and security features

Scope of Work

The selected vendor shall provide the following:

Subscription Renewal

- Renew Zoom licensing for a three (3) year base term with two (2) optional one-year extensions
- Ensure licensing aligns with LSCS usage requirements (e.g., host licenses, webinar capacity, add-ons)
- Provide flexibility to scale licensing as needed during the term

Support and Maintenance

- Provide vendor-supported maintenance and support for the duration of the agreement
- Ensure access to:
 - Technical support services
 - Software updates and feature enhancements
 - Security updates and patches

Service Availability

- Ensure Zoom platform availability in accordance with vendor service level agreements (SLAs)
- Maintain high availability and performance for instructional and operational use

Bill of Materials (BOM) Requirements

The following **Bill of Materials (BOM)** should be included as part of the proposal.

Zoom Workplace Education - Enterprise Essentials	
Description	Quantity
Education Enterprise Essentials (Student licenses)	10000
Webinar 1000 Annual	25

Webinar 3000 Annual	6
Workplace Enterprise Essentials	3000

Customer Account Number: **7004476832**

Deliverables

The vendor shall provide:

- Active Zoom subscription covering the full base term
- Pricing and terms for optional renewal years
- Documentation of licensing entitlements and support coverage
- Access to vendor support portal and resources
- Renewal confirmation and entitlement documentation

Implementation Requirements

- Renewal must be completed prior to the contract start date to avoid any lapse in service
- Vendor shall coordinate with LSCS to ensure seamless continuation of services
- No disruption to existing accounts, configurations, or integrations is expected

Vendor Qualifications

Vendors must demonstrate:

- Authorization to resell and support Zoom services
- Experience supporting enterprise or higher education Zoom deployments
- Ability to provide timely support and escalation assistance

☐ I have read and understand this information.
(Required: Check if applicable)

3 Evaluation Criteria and Scores

EVALUATION CRITERIA - GOODS AND SERVICES

TE Code	Description	Points
1	Purchase price;	35
2	Reputation of the Bidder or the Bidder's goods or services;	20
3	Quality of the Bidder's goods or services;	15
4	Extent to which the goods or services meet the needs of The System;	20
5	Bidder's past relationship with The System;	5
6	The impact on the ability of The System to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to The System to acquire the goods or services;	5
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Any Other Relevant Factor	0
	Total Points	100

The System reserves the right to include additional evaluation criteria beyond the initial review to include, but not limited to the criteria identified in [Texas Education Code 44.031\(b\)](#) and [Texas Government Code 2269](#). The System reserves the right to add additional evaluation steps, such as interviews, demonstrations, sample products, etc., to determine which response best meets the needs of the System. The System reserves the right to negotiate price, final terms and conditions, and/or any relevant factors prior to award.

☐ I have read and understand this information.

(Required: Check if applicable)

4 Laws, Regulations and Policy

Laws, Regs and Policy

1. This solicitation shall be governed by the following documents unless an exception is otherwise taken within this solicitation. Some documents are incorporated by reference only, and may not be attached as part of this solicitation, though they will be considered enforced as part of the solicitation.

1. Texas Education Code [44.031](#).
2. Texas Government Code [2269](#).
3. Texas Government Code [2254](#).
4. Purchasing and Acquisition, [LSC Policy III.D](#).
5. Notice to Offerors, Attribute #1 of this solicitation.
6. Special Conditions, Attribute #2 of this solicitation.

7. All other Attributes and attached documents included in the "Attachments" tab within this solicitation

2. Request for proposals shall be submitted through this eBidding system. Although the Lone Star College System is legally required to accept paper quotes, we strongly request that bidders submit their proposal electronically through the LSCS eBidding system. Please feel free to contact the appropriate Commodity Manager if you require any assistance with this submittal. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated. Proposals must be submitted on or before the designated hour of the due date specified.

3. The bidder, by his/her electronic signature and/ or submission of response, represents that he/she is authorized to bind bidder to fully comply with terms and conditions of this proposal, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the electronic bid form(s).

4. Board approval and acceptance of a quoted proposal price results in a binding contract. All proposals must provide goods and services at the price offered and accepted by the Lone Star College System Board of Trustees. Quantity requirements are a close approximation, but the right to make variations is reserved. Any failure to provide the goods or services at the price offered and accepted by the Board Trustee may result in legal action being taken against the successful bidder for breach of contract, deceptive trade practices, and all other remedies, legal or otherwise, available to Lone Star College System.

5. Amendments to proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.

6. The Board of Trustees of the Lone Star College System reserves the right to reject any and all offers and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School System. All protests must be filed in writing with the Executive Director of Procurement within 10 days.

7. This Contract may be terminated without cause by System or bidder by giving thirty (30) days written notice to the other party. Bidder's notice is proper if sent to the System's Legal Department as listed on the System's website. System's notice is proper if sent to bidder's contact address as indicated in this proposal. In the event of termination not caused by bidder, the bidder shall be paid for services performed to the date of termination in accordance with the terms of this Contract. If bidder fails to provide the services required under this Contract in any manner, or otherwise fails to comply with the terms of this Contract or violates any policy, regulation or other law which applies to its performance, System may terminate this Contract by giving five (5) calendar days written notice.

8. System specifications have been developed to show minimal standards for the products specified. In those instances where brands are referenced, products equal to or exceeding specifications may be offered as alternates.

9. Proposals must show the unit price based on the specified quantity and pack size requested. Bidders are to offer pricing on proposed items as listed. If offering other than the specified quantity or pack size requested, price should be listed as an ALTERNATE. In addition, the description must list all differences from the specified unit of measure and/or pack size. If this requirement is not followed, the System reserves the right to reject the proposal submitted on that particular item.

10. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the System, officers, Trustees, Agents, and employees from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.

11. Deliveries shall include transportation costs F.O.B. destination, Lone Star College System, and further requirements as stated in the Special Conditions. If delays are foreseen, written notice shall be given to the Procurement Department which will take the extensions under advisement. Delivery of purchases in good condition will be bidder's responsibility. No delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and returned at the expense of the bidder if found to be inferior to those specified. Bidders who fail to deliver as specified may be removed from the bidder list.

12. Inside Deliveries and Installation: Items marked and or designated as inside delivery and installation shall include: delivery of items, unload, set-up and install, and remove all debris and trash. If necessary, the floor shall be swept and or vacuumed so as the condition of the floor is returned to its original state.

13. Drop shipments may be refused if they are not labeled with a Lone Star College System purchase order number. Bidder will be required to pay re-delivery charges, if omitted from the paperwork. Drop shipments must include total quantity ordered for a given item.

14. In accordance with Education Code 44.031(b), in evaluating qualified proposals for contract award, the Lone Star College System will use the Best Value Method to determine the awarded Bidder(s).

A. In determining Best Value, the System shall consider the following or as adjusted in the "Evaluation Criteria and Scoring" attribute. NOTE: Order does not represent priority:

1. Purchase price;
2. Reputation of the Bidder or the Bidder's goods or services;
3. Quality of the Bidder's goods or services;
4. Extent to which the goods or services meet the needs of The System;
5. Bidder's past relationship with The System;
6. The impact on the ability of The System to comply with laws and rules relating to historically underutilized businesses;
7. Total long-term cost to The System to acquire the goods or services;
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. has its principal place of business in Texas; or
 - b. employs at least 500 persons in Texas; and
9. Any other relevant factor specifically listed in the proposal.

B. Discount from terms on invoice will not be considered in the evaluation of the proposal.

C. See Notice to Offerors and/or Special Conditions for any additional details.

15. The Lone Star College System is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request.

16. Payments will be made within N45 days and credit card payments are N15 days after receipt of original invoice for each shipment completed (where merchandise has been received in good order). Invoices indicating discount for early payment will be paid accordingly at the System's discretion. Only the company listed on the electronically signed proposal shall invoice and receive payment for those items. All invoices shall be emailed or mailed to the Bill To address listed on the purchase order.

17. Per SB 1, Sec. 44.034, a person or business entity that enters into a contract with a school System must give advance notice to the System if the person or an owner or operator of the business entity has been convicted of a felony. The Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.

18. Insurance coverage is required. A copy of current coverage for General Liability, Workman's Compensation and Employer's Liability with Statutory Limits, Automobile Liability and Excess Liability shall be furnished with the response. After board approval of the contract, bidder shall name Lone Star College as the Certificate Holder and additional insured. See insurance section below for policy minimums.

19. All bidders shall submit at least three (3) references from companies and/or school Systems (other than the Lone Star College System) for which bidder has provided similar products. References should include the company name, contact name, email address, and telephone number. Proposals submitted without three (3) references may be disqualified from consideration.

20. EDGAR: bidders must comply with the REQUIRED CONTRACT PROVISIONS FOR NON- FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

21. All awarded vendors shall complete the Texas Ethics Commission's Form 1295 located on the Texas Ethics Commission website. (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

☐ I have read and understand this information.
(Required: Check if applicable)

5 Lone Star College System General Terms and Conditions

Lone Star College System has a set of "Generally Applicable Terms and Conditions". Please read through and become aware of the terms and condition that will be used in future contracts with LSCS. A link to the Generally Applicable Terms and Conditions is [here](#).

☐ I have read and understand these terms and conditions.
(Required: Check if applicable)

6 Vendor Contact During The RFP Process

During the RFP process, proposers are only allowed to contact the Commodity Manager or Procurement Department regarding any aspect of the RFP. Proposers SHALL NOT contact any other System employee, Board Trustee member or System consultant during this proposal solicitation, evaluation, and award process without prior approval of the Executive Director of Procurement. Failure to comply may result in disqualification.

☐ I Agree ☐ I do not agree
(Required: Check only one)

7 Vendor Disqualification

The LSCS Procurement Department or Evaluation Committee reserves the right to disqualify a vendor's submission if discrepancies are identified. Examples of such discrepancies include, but are not limited to:

- Submitting an incomplete bid response.
- Not meeting a mandatory requirement set forth in the bid attributes.
- Incorrect scope of work listed in the response.
- Not submitting a response prior to the required bid closing date and time.
- Vendor involvement in the creation of the solicitation specifications.
- Vendor collusion – receiving information from employees during blackout period that could give them an unfair advantage.
- Any other relevant factor documented by the Evaluation Committee.

The Bidder SHALL NOT contact any other System employee, Board Trustee member or System consultant during this proposal solicitation, evaluation, and award process without prior approval of the Executive Director of Procurement.

☐ I have read and agree.
(Required: Check if applicable)

8 I agree to the terms of this bid that state the prices I submit for the line items include Delivery Charges FOB Lone Star College.

This statement applies to the prices entered under the Line Items Tab.

☐ I Agree ☐ No - My prices do not include delivery charges.
(Required: Check only one)

9 Purchase Order Payment Terms

The System will issue a purchase order for all purchases/ service requested. Payments will be made within N45 days and credit card payments are N15 days AFTER receipt of original invoice for each shipment/ service completed (where merchandise has been received in good order). Only the company listed on the electronically signed proposal shall invoice and receive payment for those items. All invoices shall be emailed or mailed to the Bill To address listed on the purchase order.

☐ I have read and understand this information.
(Required: Check if applicable)

1
0**Purchase Order Terms and Conditions**

Lone Star College System [Purchase Order Terms and Conditions](https://www.lonestar.edu/departments/financetresury/LSCPurchaseOrderTermsConditions.pdf) are listed at this link.
(<https://www.lonestar.edu/departments/financetresury/LSCPurchaseOrderTermsConditions.pdf>)

I agree to the PO Terms and Conditions listed.

☐ I Agree

(Required: Check if applicable)

1
1**Non-Collusion Statement**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee or agent to any other persons engaged in this type of business prior to the official opening of this proposal.

☐ I Agree

(Required: Check if applicable)

1
2**Felony Conviction Notification**

State of 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 System must give advance notice to the System if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school System may terminate a contract with a person or business entity if the System 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 System must compensate the person or business entity for services performed before the termination of the contract”. THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION The vendor is to certify that the information concerning notification of felony convictions has been reviewed and the information furnished is true to the best of my knowledge.

☐ The company is a Publicly held corporation ☐ Owner / Operator has NOT been convicted of a felony

☐ Owner / Operator HAS been convicted of a felony

(Required: Check only one)

1
3**Felony Conviction Response**

If you answered yes to the felony conviction statement, please state the name(s) of the felon(s) and give a general description of the conduct resulting in the conviction of a felony.

(Optional: Maximum 1000 characters allowed)

1 4 Conflict of Interest Questionnaire Acknowledgement

Texas Local Government Code Chapter 176 requires vendors (or their agents) who enter or seek to enter into a contract with the System to complete and file Texas Ethics Commission form CIQ **IF** the vendor or agent (1) has an employment or other business relationship with a local government officer or member of the local government officer's family as defined by Local Government Code 176.001 **OR** (2) has given a local government officer or a member of the local government officer's family one or more gifts with an aggregate value specified by Local Government Code 176.003(a)(2)(B), **OR** has a family relationship with a local government officer. The form must be filed with the System's Procurement Department. Local government officers of the System are its Board of Trustees, its Chancellor, and any employee or agent of the System who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. Employees or agents of the System who exercise discretion in the planning, recommending, selecting or contracting process may vary for each procurement, resulting in a vendor completing and filing more than one form CIQ.

If neither (1), (2), nor (3) exist, it is **NOT** necessary to file form CIQ.

Business Relationship means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (a) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (b) a transaction conducted at a price and subject to terms available to the public; or (c) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Family member means a person related to another person within the first degree by consanguinity (blood) or affinity (marriage).

The CIQ form can only be filed by scanning and sending to rick.reeves@lonestar.edu.

Note: Bid/Quote responses should be sent to the Procurement Department at the address or fax number listed on the Bid/Quote form. Do not send them to the above email address.

Form CIQ can be found at the Texas Ethics Commission website:
<https://www.ethics.state.tx.us/forms/conflict/>

If the filing of form CIQ is required, it must be filed within seven business days of starting discussions or negotiations or submitting a bid, proposal, or other correspondence relating to a potential contract and within seven business days of becoming aware of an employment or other business relationship or gifts to an officer that would require disclosure. It is a Class C misdemeanor to knowingly fail to file form CIQ. Chapter 176 requires that all forms be posted on the System's Web site. If you have any questions regarding the filing of this form, you should contact your lawyer or other legal representative.

Please select the box to acknowledge that you have read, understand, and if applicable, completed and return the FORM CIQ: Conflict of Interest Questionnaire, as instructed on the Questionnaire located at <https://www.ethics.state.tx.us/forms/conflict/>.

☐ Yes, This applies to me or someone in my company. I will submit the form with my bid response.

☐ No, I confirm I do not have a conflict of Interest based on these requirements.

(Required: Check only one)

1
5**Federal Procurements**

The System will be utilizing federal funds in making purchases through the contract created by the award of this solicitation. Based on the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, [Part 200](#), Appendix II, provides the contract provisions to meet the federal requirements. The proposer will certify and affirm that all applicable requirements by submission of a proposal response.

It is the sole responsibility of the awarded proposer to continue to adhere to the federal regulations. The System may choose at times during the term of the award to verify through the [SAM.gov](#) website that the awarded proposer's status has not been changed to suspended or debarred. If the System determines that the company has been suspended or debarred, the System will be required to procure the items through other means until the company's status has changed to active and is again eligible.

Proposers are encouraged to access this website and provide the findings as an attachment to this solicitation.

☐ I certify and affirm compliance

(Required: Check if applicable)

1
6**Debarment Statement**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to comply with any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

☐ I Agree ☐ Unable to comply with this statement

(Required: Check only one)

1
7**Unique Entity ID**

The Unique Entity Identification (UEI) number used to identify a vendor in [SAM.gov](#). If you do not have a UEI number, please enter N/A.

(Required: Maximum 1000 characters allowed)

Criminal History Background Check

If Contractor performs services where students are regularly present, Contractor, at his or her own expense, is required to fully comply with Texas Education Code §22.0834 to the extent before services are performed under this Contract. System reserves the right pursuant to obtain from any law enforcement or criminal justice agency all criminal history record information that relates to Contractor or its employees or agents.

In compliance with Texas Education Code [§22.0834](#), Contractor makes this certification.

Definitions:

Covered employees are employees of Contractor who have or will have continuing duties related to the service to be performed at The System and have or will have direct contact with students. The System will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history is any conviction or other criminal history information designated by The System, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

1. a felony offense under Title 5, Texas Penal Code;
2. an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
3. an equivalent offense under federal law or the laws of another state.

On behalf of Contractor, I certify that:

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

Or

Some or all of Contractor or his employees or agents are covered employees. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the System in writing within 3 business days.
3. Upon request, Contractor will provide the System with the name and any other requested information of covered employees so that the System may obtain criminal history record information on the covered employees.
4. If the System objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the System.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None of the Contractor's employees are covered employees

☐ Some / All Contractor's employees are covered employees

(Required: Check only one)

**1
9** Veteran Heroes United in Business (VetHUB) Participation

For purposes of this solicitation, a respondent seeking consideration as a Veteran Heroes United in Business (VetHUB) vendor must meet all of the following requirements:

1. Certification Requirement: The respondent must be currently certified as a VetHUB vendor by the Texas Comptroller of Public Accounts at the time of bid submission.
2. Institutional Verification: VetHUB certification will be verified by Lone Star College System through the Comptroller's VetHUB Directory.
3. Documentation: Respondents claiming VetHUB status shall upload valid and current certification documentation in the "Response Attachments" section of the solicitation and select "Certified" where indicated in the electronic response.
4. Definition of Qualified Vendor: For purposes of this solicitation, a qualified VetHUB vendor is defined as a business owned by a service-disabled veteran, as defined under 38 U.S.C. § 101(2).

Failure to provide the required documentation or verification may result in the respondent not being recognized as a VetHUB vendor for this solicitation.

(Required: Maximum 1000 characters allowed)

**2
0** References

Please complete the reference fields below. Bidder should list as references college / school systems and/or companies (other than Lone Star College System) for which bidder has provided products or services similar to what is requested on this bid. Additional references for the bidder can be provided as an upload document.

**2
1** Reference 1 Company Name

Company Name:

(Required: Maximum 1000 characters allowed)

**2
2** Reference 1 Contact Name

Contact Name:

(Required: Maximum 1000 characters allowed)

**2
3** Reference 1 Phone Number

Phone Number:

(____) ____ - ____ ext: ____
(Required)

2
4

Reference 1 Email Address

Email Address:

(Required: Email address)

2
5

Reference 1 Description of Services

Please provide a brief description of services provided by this reference.

(Required: Maximum 4000 characters allowed)

2
6

Reference 1 Contract Size

Is this reference one of your most current and relevant contracts similar in size and scope to this LSCS RFP?

☐ Yes ☐ No

(Required: Check only one)

2
7

Reference 1 Term of Contract

Please provide the contract term with this reference.

(Required: Maximum 1000 characters allowed)

2
8

Reference 2 Company Name

Company Name

(Required: Maximum 1000 characters allowed)

2
9

Reference 2 Contact Name

Contact Name:

(Required: Maximum 1000 characters allowed)

3
0

Reference 2 Phone Number

Phone Number:

ext:

(Required)

3
1

Reference 2 Email Address

Email Address:

(Required: Email address)

3
2

Reference 2 Description of Services

Please provide a brief description of services provided by this reference.

(Required: Maximum 4000 characters allowed)

3
3

Reference 2 Term of Contract

Please provide the contact term with this reference.

(Required: Maximum 1000 characters allowed)

3
4

Reference 2 Contract Size

Is this reference one of your most current and relevant contracts similar in size and scope to this LSCS RFP?

☐ Yes ☐ No

(Required: Check only one)

3
5

Reference 3 Company Name

Company Name:

(Required: Maximum 1000 characters allowed)

3
6

Reference 3 Contact Name

Contact Name:

(Required: Maximum 1000 characters allowed)

3
7

Reference 3 Phone Number

Phone Number:

(____) ____ - ____

ext:

(Required)

3
8

Reference 3 Email Address

Email Address:

(Required: Email address)

3
9

Reference 3 Description of Services

Please provide a brief description of services provided by this reference.

(Required: Maximum 4000 characters allowed)

4
0

Reference 3 Term of Contract

Please provide the contact term with this reference.

(Required: Maximum 1000 characters allowed)

4
1

Reference 3 Contract Size

Is this reference one of your most current and relevant contracts similar in size and scope to this LSCS RFP?

☐ Yes ☐ No

(Required: Check only one)

4
2

Insurance Requirements

For insurance requirements, please refer to the Lone Star College System Office of Risk Management at the following link:

<https://www.lonestar.edu/CertificateOfInsuranceContractInsurance.htm>

☐ I have attached the insurance certificate.

(Required: Check if applicable)

4
3

Certificate of Interested Parties Form 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, and included in the RFP, RFQ, RFX response)

Lone Star College System is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Lone Star College System from entering into a contract resulting from this procurement process (RFP, CSP, RFQ, etc.) with a business entity unless the business entity submits a Certificate of Interested Parties (Form 1295) to Lone Star College System at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

(1) "Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).

(2) "Interested Party" means a person:

a) who has a controlling interest in a business entity with whom Lone Star College System contracts; or

b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).

(3) "Controlling interest" means:

- a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).

(4) "Intermediary" means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- a) receives compensation from the business entity for the person's participation;
- b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity. The completed Form 1295 with the certification of filing certificate number and signatures must be filed with Lone Star College System by including the form in the RFP, CSP, or RFQ response.

Lone Star College System must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Lone Star College System acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Lone Star College System.

Note: Form 1295 is required when a contract is valued at \$1 million or more, contracts that require board action, and for any contract for services that requires registration as a lobbyist under Chapter 305 of the Government Code. Publicly traded business entities are exempt from filing a Form 1295.

☐ I Agree
(Required: Check if applicable)

4
4

FEDERAL PROVISIONS CERTIFICATIONS

FEDERAL PROVISIONS CERTIFICATIONS ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT OR OTHER FEDERAL MONIES.

The following certifications and provisions are required and apply when Lone Star College System ("LSCS") ("System") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties

agree that the following terms and conditions apply to the Contract between the System and "Vendor" in all situations where Vendor has been paid or will be paid with federal funds:

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

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

Pursuant to Federal Rule (A) above, when LSCS expends federal funds, LSCS 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.

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

Pursuant to Federal Rule (B) above, when LSCS expends federal funds, LSCS 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. LSCS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if LSCS believes, in its sole discretion that it is in the best interest of LSCS to do so. Vendor will be compensated for work performed and accepted and goods accepted by LSCS as of the termination date if the contract is terminated for convenience of LSCS. Any award under this procurement process is not exclusive and LSCS reserves the right to purchase goods and services from other vendors when it is in LSCS's best interest.

(C) Intentionally Left Blank.

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

Pursuant to Federal Rule (D) above, when LSCS expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate

of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient 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 sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

Pursuant to Federal Rule (I) above, when federal funds are expended by LSCS, Vendor certifies that during the term and after the awarded term of an award for all contracts by LSCS 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.

(J) See §200.323 Procurement of recovered materials.

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.

(K) See §200.216 Prohibition of certain telecommunications and video surveillance services or equipment

(L) To the extent required permissible under current federal law, the System will comply with the requirements set forth in 2 CFR §200.321.

(M) See §200.322 Domestic preferences for procurement's

As appropriate and to the extent consistent with law, all contracts awarded by the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(N) Certification regarding Sherman Antitrust Act (15 U.S.C. 1-7)

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by LSCS for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three 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.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When LSC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

LSCS has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the System's Inspector General or any of their duly authorized representatives (this shall include the FEMA Administrator or U.S. Comptroller General) shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED.

It is the sole responsibility of the awarded vendor to continue to adhere to the federal regulations. The System may choose at times during the term of the award to verify through the sam.gov website that the awarded vendors status has not been changed to suspended or debarred. If the System determines that the vendor has been suspended or debarred, the System will require to procure the items through other means until the vendor's status has changed to active or is again eligible.

☐ VENDOR AGREES TO COMPLY WITH ALL FEDERAL

☐ VENDOR DOES NOT AGREES TO COMPLY WITH ALL FEDERAL

(Required: Check only one)

4
5

Federal Funds Spent Off Contract

The Bidder agrees that the System will be able to purchase up-to 10% of the awarded value of this contract using Federal Funds on items not specifically outlined in this solicitation.

☐ I Agree

(Required: Check if applicable)

Multi-Agency Participation

Lone Star College System reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Texas as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to public schools, private schools, parochial schools, non-public schools such as charter schools, special Systems, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to Chapter 44, §44.031 B(a)(4), and Chapter 791. The Vendor agrees to notify LSCS of those entities that wish to use any contract resulting from this solicitation and will also provide usage information. A copy of the Contract pricing and the bid requirements incorporated in the Contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. LSCS does not assume any responsibility other than to obtain pricing for the specifications provided.

☐ I Agree

(Required: Check if applicable)

4
7**Interlocal Agreements through the Texas Association of Community College Business Officers (TACCBO)**

The purpose of this interlocal cooperation contracts chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

A. Membership. Lone Star College System is a member in good standing of the Texas Association of Community College Business Officers ([TACCBO](#)), an association of community colleges in Texas advancing higher education, sharing information, services and contractual opportunities. TACCBO is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Lone Star College System may be adopted by other active TACCBO member Systems. By adopting a contract from another TACCBO member System, the adopting System has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting System's policies. There is no obligation on either the awarded vendor or the adopting TACCBO member System to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating System. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting System's needs, as long as such modifications are directly related in nature to the original contract.

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

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

☐ I Agree

(Required: Check if applicable)

4
8**Certification Regarding Terrorist Organizations**

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ [2252.151-.154](#) or §§ [2270](#))

☐ I certify my company complies. ☐ I certify my company DOES NOT comply.

(Required: Check only one)

4
9**Certification Regarding Boycott of Israel**

If (a) Vendor is not a sole proprietorship; (b) has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

☐ I certify my company DOES comply. ☐ My company is exempt as a sole proprietorship.

☐ My company does not meet the necessary criteria. ☐ I certify my company DOES NOT comply.

(Required: Check only one)

5
0**Compliance with Government Code 552.372**

The requirements of the Texas Public Information Act, [Chapter 552](#) of the Texas Government Code, Sub-chapter J, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that sub-chapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.

☐ I Agree

(Required: Check if applicable)

5
1**Certification Regarding Covered Telecommunications**

Federal grant funds may not be used to purchase equipment, services or systems that uses "Covered Telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, "**Covered Telecommunications**" means:

- Purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- 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).

☐ I certify Covered Telecommunications are NOT used.

☐ I certify Covered Telecommunications ARE used.

(Required: Check only one)

5
2**Certification Regarding Firearm Entity/Trade Association Nondiscrimination**

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:

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 [Chapter 2274](#).

☐ I certify my company DOES comply. ☐ I certify my company DOES NOT comply.

(Required: Check only one)

5
3**Boycott of Certain Energy Companies**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code [Chapter 2276](#) of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or

(b) does business with a company described by paragraph (a)." See Tex. Gov't Code § [809.001](#)(1).

☐ I certify my company DOES comply. ☐ I certify my company DOES NOT comply.

(Required: Check only one)

5
4**Certification Regarding Certain Foreign-Owned Companies in Connection With Critical Infrastructure**

The System is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the System for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § [2275.0101](#)(2) of SB 1226 (87th leg.).

This includes any company listed in:

(1) Sec 889 of the 2019 National Defense Authorization Act (NDAA); Chinese technology/telecommunications companies

(2) Section 1260H of the 2021 National Defense Authorization Act (NDAA); Chinese military-civilian fusion companies.

(3) Owned by the government of a country on the [U.S. Department of Commerce's foreign adversaries list](#) or a company controlled by any governing or regulatory body located in such a country (currently: China, Cuba, Iran, North Korea, Russia, Venezuela-Maduro Regime)

The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

☐ I certify my company DOES comply. ☐ I certify my company DOES NOT comply.

(Required: Check only one)

55 Certification Relating to the Hardening of State Government

Pursuant to Executive Order GA-48, Supplier certifies that neither it, nor its holding companies or subsidiaries, is:

1. Listed in [Section 889](#) of the 2019 National Defense Authorization Act; or
2. Listed in [Section 1260H](#) of the 2021 National Defense Authorization Act; or
3. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under [15 C.F.R. Section 791.4](#); or
4. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under [15 C.F.R. Section 791.4](#).

Supplier acknowledges that the System cannot enter into a new contract, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria. If the Supplier's certification is false or if—at any time during the contract term the Supplier's certification becomes false—the contract may be subject to immediate termination, and the Supplier may face legal action as deemed necessary by Lone Star College System.

Please either agree or disagree to these conditions below.

☐ I have read and agree. ☐ I have read and do not agree.

(Required: Check only one)

56 Clean Air Act

All vendors must comply with all standards pursuant to the Clean Air Act of 1970, as Amended (42 USC 1857 (h), Section 508 of the Clean Water Act, as amended (33 USD 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

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

☐ I Agree

(Required: Check if applicable)

57 Abortion Providers

Pursuant to Texas Government Code [Chapter 2273](#), by submitting a bid or proposal and entering a contract with the System on such bid or proposal, the VENDOR verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers, whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the System is void if the VENDOR has such a prohibited affiliation or contractual relationship.

☐ Vendor verifies they Are Not a provider or affiliate ☐ Vendor verifies they Are a provider or affiliate

(Required: Check only one)

5
8**Termination Without Cause**

This Contract may be terminated without cause by System or bidder by giving sixty (60) days written notice to the other party. Vendor's notice is proper if sent to the [System's Legal Department](#) as listed on the System's website along with a copy sent to the [Executive Director of Procurement](#). System's notice is proper if sent to vendor's contact address as indicated in this proposal. In the event of termination not caused by vendor, the bidder shall be paid for services performed to the date of termination in accordance with the terms of this Contract. If vendor fails to provide the services required under this Contract in any manner, or otherwise fails to comply with the terms of this Contract or violates any policy, regulation or other law which applies to its performance, System may terminate this Contract by giving five (5) calendar days written notice.

The System shall have the right to terminate any purchase order to, contract with, or awarded to, Vendor, in whole or in part, for cause (including breach of the proposal, warranties, or contract by Vendor, or because of loss of federal funding) or for the System's convenience at any time. Any award, contract, or purchase order is subject to termination by System if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Solicitation on behalf of System, is at any time while the Solicitation is in effect, an employee of Vendor in any capacity or as a consultant to Vendor with respect to the subject matter of the Solicitation.

☐ I Agree

(Required: Check if applicable)
5
9**Civil Rights / Discrimination**

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

☐ I Agree

(Required: Check if applicable)
6
0**IT Accessibility Laws and Policies**

In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law 29 U.S.C § 794d applies to all federal agencies when they develop, procure, maintain, or use electronic and information technology. Under [Section 508](#), agencies must give disabled employees and members of the public access to information comparable to the access available to others.

☐ I Agree ☐ I Do Not agree

(Required: Check only one)

6
1

Cyber Security Training Requirement

Pursuant to Texas Government Code Chapter 2054.5192:

- (a) In this section, "contractor" includes a subcontractor, officer, or employee of the contractor.
- (b) A state agency shall require any contractor who has access to a state computer system or database to complete a cybersecurity training program certified under [Section 2054.519](#) as selected by the agency.
- (c) The cybersecurity training program must be completed by a contractor during the term of the contract and during any renewal period.
- (d) Required completion of a cybersecurity training program must be included in the terms of a contract awarded by a state agency to a contractor.
- (e) A contractor required to complete a cybersecurity training program under this section shall verify completion of the program to the contracting state agency. The person who oversees contract management for the agency shall:
- (1) not later than August 31 of each year, report the contractor's completion to the department; and
 - (2) periodically review agency contracts to ensure compliance with this section.

☐ I Agree to the training ☐ I Do Not agree to the training

(Required: Check only one)

6
2

Antitrust Certification Statement

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 representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, 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 including the Sherman Anti-Trust Act of 1890; and
- (4) Neither I nor any representative 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.

☐ I affirm this certification ☐ I DO NOT affirm this certification

(Required: Check only one)

6
3

Texas Risk and Authorization Management Program (TX-RAMP)

Pursuant to [Section 2054.0593](#)(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

☐ Level 1 Certification ☐ Level 2 Certification ☐ Provisional Certification Status ☐ N/A

(Required: Check only one)

6
4**Governing Law and Venue**

In accordance with Texas Government Code Chapter 2155.0012, the contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Harris County or Montgomery County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting agency.

☐ I Agree ☐ I Do Not agree

(Required: Check only one)

6
5**Public Information Act**

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to [Chapter 552](#) of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

☐ I Agree

(Required: Check if applicable)

6
6**Force Majeure**

Neither System nor VENDOR shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the bid or proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the bid or proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, pandemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. The System shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. These provisions shall not preclude System from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work, as otherwise permitted under the bid or proposal.

☐ I Agree

(Required: Check if applicable)

6
7**Notice Of Delays**

Whenever VENDOR encounters any difficulty which delays or threatens to delay timely performance, VENDOR shall immediately give notice, in writing, to System, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by System of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

☐ I Agree

(Required: Check if applicable)

6
8**Short-Listing**

The System may shortlist the Proposers based upon responses to the above items. If necessary, the System will conduct interviews / demonstrations. The System will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluators and to clarify their proposals through exhibition and discussion. The System will not reimburse any costs associated with shortlisting.

☐ I Agree ☐ I Do Not agree

(Required: Check only one)

6
9**Tariff Price Adjustments**

This Proposal includes all duties and tariffs applicable to Vendor's pricing that were in effect as of the bid submission, which have been separately identified and quantified in writing. The System will not be responsible for the payment of any amounts attributable to duties or tariffs that were included in the Proposal but which were repealed or exempted as of the date of the applicable purchase by Vendor.

☐ I have read and agree to comply.

(Required: Check if applicable)

7
0**Federal Debarment Question - Assessed Fines**

With regard to § [200.318\(H\)](#):

In the past (3) years, has your company been assessed any fines or penalties by a local, state, federal law enforcement or regulatory agency, or as a result of an action brought by any party under the Fair Labor Standards Act, 29 U.S.C. 201, Chapter 8? If yes, please explain in the next attribute. If no, type "not applicable".

☐ Yes, my company has been fined. ☐ No, my company has not been fined.

(Optional: Check only one)

7
1**Federal Debarment Question - Assessed Fines Explanation**

If answered "yes" to previous attribute - Please provide details and explanations for your response. If answered "no", please type "not applicable".

(Required: Maximum 1000 characters allowed)

7
2**Bid Contact Name**

List the name of the person who submitted this bid. (Include Title: Mr./Ms./Mrs.)

(Required: Maximum 1000 characters allowed)

7
3**Bid Contact Email Address**

Please provide the email address of the person submitting this proposal. Responses are validated for an acceptable email format. (Example: myname@company.net).

(Required: Email address)

7
4**Bid Contact Address (Street)**

List the street address for award notification, contract extensions, etc. for the bid contact. Use proper grammar and punctuation (ie. 3205 Great Oaks Dr., Ste. 250)

(Required: Maximum 1000 characters allowed)

7
5**Bid Contact Address (City, State, Zip)**

List the city, state, and zip code for the address listed above. Use proper grammar and punctuation (ie. The Woodlands, TX 77381)

(Required: Maximum 1000 characters allowed)

7
6**Bid Contact Phone Number**

List the phone number of the person who submitted this bid. Include area code. List direct number when possible, or list phone number with extension.

(____) _____ - _____ ext: _____

(Required)

7
7**Purchase Order Email Address**

Please provide an email address that POs will be emailed to for future purchases. Responses are validated for an acceptable email format. (Example: ordersandpos@company.net).

NOTE: This must be an actively monitored email address.

(Required: Email address)

7
8**Vendor Responsibility**

I, the vendor, certify that I am responsible for the payment of any goods or services, provided to the System, that are not listed on an official Lone Star College System purchase order.

☐ I Agree

(Required: Check if applicable)

7
9**W-9 Form**

A blank W-9 Form can be found in the Attachments section. After completing it, you can attach it in the Response Attachments section.

☐ I have attached a completed W-9 form.

(Required: Check if applicable)

8
0**Lone Star College System iStar Vendor Portal**

If awarded, you will be required to register in Lone Star College System's iStar Vendor Portal. Awarded vendor will be notified of award status and prompted to register online.

☐ I acknowledge this requirement.

(Required: Check if applicable)

8
1**Deviations to Attributes**

If a vendor has any deviations to any of the attributes listed in the "Attribute Tab", vendor must list them in this section. Any deviation listed elsewhere may not be considered. If the vendor does not have any deviations, please write "No Deviations" in the text box below.

(Required: Maximum 4000 characters allowed)

8
2**Bid Advertisements**

Please let us know how you learned about this solicitation.

- ☐ IonWave (eBid System)
- ☐ The Courier of Montgomery County
- ☐ Houston Chronicle
- ☐ Electronic State Business Daily (ESBD/TXSmartBuy)
- ☐ African American News
- ☐ Other

(Required: Check all that apply)

8
3**Bid Advertisement Follow Up**

If you selected "Other" on the previous attribute, please let us know where you learned about this solicitation.

(Optional: Maximum 1000 characters allowed)

Bid Lines

1

Package Header

Year 1 - Initial Term of Contract

April 1, 2027 - March 31, 2028

Quantity: 1 UOM: EA Total: \$

Supplier Notes:

- ☐ No bid
- ☐ Additional notes
(Attach separate sheet)

Package Items

1.1 Annual Support/Maintenance

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.2 Implementation

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.3 Training

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.4 Hosting

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.5 Any other costs

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: Please upload in the Response Attachments tab a detailed description/list of any other related costs, if applicable.

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2 Package Header

Year 2 - Initial Term of Contract

April 1, 2028 - March 31, 2029

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Package Items

2.1 Annual Support/Maintenance

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2.2 Implementation

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2.3 Training

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2.4 Hosting

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2.5 Any other costs

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: Please upload in the Response Attachments tab a detailed description/list of any other related costs, if applicable.

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Package Header

Year 3 - Initial Term of Contract

April 1, 2029 - March 31, 2030

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Package Items

3.1 Annual Support/Maintenance

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3.2 Implementation

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3.3 Training

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3.4 Hosting

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3.5 Any other costs

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: Please upload in the Response Attachments tab a detailed description/list of any other related costs, if applicable.

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4 Package Header

Optional Year 4 - Initial Term of Contract

April 1, 2030 - March 31, 2031

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Package Items

4.1 Annual Support/Maintenance

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4.2 Implementation

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4.3 Training

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4.4 Hosting

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4.5 Any other costs

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: Please upload in the Response Attachments tab a detailed description/list of any other related costs, if applicable.

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

5 Package Header

Optional Year 5 - Initial Term of Contract

April 1, 2031 - March 31, 2032

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Package Items

5.1 Annual Support/Maintenance

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

5.2 Implementation

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

5.3 Training

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

5.4 Hosting

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

5.5 Any other costs

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: Please upload in the Response Attachments tab a detailed description/list of any other related costs, if applicable.

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

In accordance with Texas Government Code Chapter 2155.077(a)(2), respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a response 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 response and any resulting contract. I affirm that all statements and information contained in this proposal is true and correct. By electronically signing this document and submitting the proposal, I certify that I have the authority to legally bind my company in this proposal.

Print Name

Signature