



LEANDER INDEPENDENT SCHOOL DISTRICT
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LEANDER, TEXAS 78646
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**PROPOSAL, SPECIFICATIONS,
& PROPOSAL FORMS**

Request for Proposals

For

Online Payment Services

RFP #OPS17CK

Bids are due: 2:00 P.M. June 6, 2017

**Hand carry/Express Mail: Leander ISD
Purchasing Department
204 W. South Street
Leander, TX 78646**

**USPS Mail: Leander ISD
Purchasing Department
P O Box 218
Leander, TX 78646**

**Contact: Cassandra Kay
512-570-0611**

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Section 1: Invitation and Facts

1.1.0 Scope of Proposal

- 1.1.1 Leander Independent School District (known herein as "LISD" or the District"), is accepting proposals from qualified companies to provide Online Payment Services in accordance with the sections contained in this document.
- 1.1.2 The District expects to receive, evaluate responses, and award this solicitation to one provider. The awarded vendor will not be an exclusive provider of these services for the District, as Point of Sale Ticketing Services and the Child Nutrition Program are currently excluded from the solicitation. However, the District reserves the right, at its sole discretion, to include one or both of these programs at a future date.

1.2.0 District Facts and Statistics

- 1.2.1 LISD covers an area of approximately 200 square miles and is located in Williamson and Travis Counties.
- 1.2.2 The District currently operates 25 elementary schools with grades Pre-kindergarten through grade 5; 8 middle schools with grades 6, 7, and 8; 6 high schools with grades 9, 10, 11, and 12; and 2 alternative educational facilities. LISD has approximately 10 auxiliary support and athletic facilities as well.
- 1.2.3 LISD has an enrollment of approximately 38,100 students in grades pre-kindergarten to 12.
- 1.2.4 LISD employs approximately 5,000 employees, which covers teachers and administrators at all of the schools.
- 1.2.5 LISD is comprised and governed by seven (7) trustees. Trustees of the LISD are elected by residents to at large positions, by place. One trustee is elected to represent each of the seven (7) places for a four (4) year term of office. The terms are staggered so that the Board maintains a number of veteran trustees as new members are elected.
- 1.2.6 LISD has eleven (11) executives, comprised of (1) Superintendent of Schools, (1) Chief of Staff, (1) Chief Financial Officer, (3) Area Superintendents, (1) General Counsel, (1) Chief Communications Officer, (1) Chief Human Resources Officer, (1) Chief Academic Officer, and (1) Chief Facilities and Operations Officer.
- 1.2.7 More detailed information concerning LISD (including maps, listing of staff, etc.) can be found on the District's website at www.leanderisd.org

Section 2: General Instructions/Proposal Requirements

2.1.0 General Instructions

- 2.1.1 Responders must use the following format (including the tab system) and address the content of each section. Supplemental materials providing additional information may be attached, but the information requested below has to be provided in this format. **One (1) original and one (1) copy** of the qualifications are to be returned in a sealed envelope/box marked on the outside with the Submitter's name, address and solicitation number (RFP #OPS17CK). All forms shall be completed. Tabs should be used to separate into sections, as identified below:

Tab 1 – Cover Letter
Tab 2 – Proposal Response, Section 5, A-F
Tab 3 – Cost Proposal, Section 6
Tab 4 – Attachments A-H

Respondents failing to organize in the manner listed above may be considered non-responsive and may not be evaluated.

- 2.1.2 All proposals may be submitted until 2:00 P.M.CST on June 6, 2016.
- 2.1.3 Proposals must be returned to the following address in sufficient time so as to be received and time stamped on or before the time and date shown on this Solicitation:
Leander ISD, Purchasing Department, 204 W South St., Leander, Texas 78646.
- 2.1.4 Proposals will not be considered received unless the Response is physically received within the Purchasing Office at the address listed above prior to Proposal opening.
- 2.1.5 Late Solicitation Responses will not be considered under any circumstances.

- 2.1.6 It is the sole responsibility of the Responder to ensure their offer is received in the Purchasing Department. No excuses are acceptable. **NO LATE, EMAILED, OR FAXED PROPOSALS WILL BE ACCEPTED.**
- 2.1.7 Proposal responses must contain all forms.
- 2.1.8 Proposals submitted are encouraged to be in type-written or in print format. Due to high volume of responses, **any unacceptable responses may be rejected.** The District shall be the sole judge of acceptable responses.
- 2.1.9 **Deviations/Non-Collusion Statement and exceptions to requirements:** See Attachment E. Each and every deviation from the General Conditions, and/or Specifications must be listed on the Deviation Attachment when submitting the proposal.
- 2.1.10 **Copyrighted responses are unacceptable** and will be disqualified as non-responsive.
- 2.1.11 **No Contact:** The responder shall not contact any LISD staff, Superintendent, or Board Member to discuss this solicitation at any time from date of issuance to award of contract. LISD reserves the right to reject such proposal if proposer makes contact with anyone other than the Buyer. The only exemptions will be firms working with LISD staff related to ongoing business.

2.2.0 Questions/ Interpretation of Bidding Documents

- 2.2.1 LISD shall be sole interpreter of the General Conditions, Scope of Services, Contract Specifications, and the Performance Requirements contained herein.
- 2.2.2 Any explanation desired by a Responder regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested by email to Buyer listed on front of this Solicitation by 2:00 P.M. CST on May 26, 2017. Phone calls will not be considered.
- 2.2.3 All answers to the submitted questions will be listed on the LISD website in the form of an addendum by 11:59 P.M. CST on May 31, 2017.
- 2.2.4 Each responder shall return a signed copy of the Addenda with their bid submission. Failure of a responder to receive any such Addenda shall not relieve the bidder from any obligation under its bid as submitted. Any Addenda issued shall become a part of the Contract Documents.
- 2.2.5 Oral explanations or instructions given before the award of the contract are not binding.
- 2.2.6 Any interpretations, corrections or changes of or to the Solicitation documents made in any other manner will not be binding upon the District, and responders may not rely thereon.
- 2.2.7 All RFP documents will be opened on the date and time provided. A formal "opening" will not be held. Trade secrets and confidential information contained in the RFP documents shall not generally be open for public inspection, but LISD's records are a matter of public record.
- 2.2.8 The District reserves the right to accept or reject any or all responses, to waive all technicalities, and to accept the qualifications that are determined to be the most favorable to the District.

2.3.0 Evaluation

- 2.3.1 The following criteria, but not limited to, will be considered in evaluation. NOTE: Order does not represent priority.
 - (1) the purchase price;
 - (2) the reputation of the vendor and of the vendor's goods or services;
 - (3) the quality of the vendor's goods or services;
 - (4) the extent to which the goods or services meet the district's needs;
 - (5) the vendor's past relationship with the district;
 - (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
 - (7) the total long-term cost to the district to acquire the vendor's goods or services;
 - (8) the vendor's principal place of business is in this state, or employees at least 500 persons in this state, as permitted by law;
 - (9) any other relevant evaluation criteria specifically listed in the Solicitation.
- 2.3.2 The District reserves the right to negotiate any terms and conditions with a Responder prior to an award.
- 2.3.3 LISD reserves the right to award the Contract(s) to the Responder(s) offering the best value.
 - 2.3.3.1 Each RFP document will be evaluated and scored. Responses will be ranked in order, beginning with one, two, and so on until all RFP documents have been ranked.

2.3.3.2 The committee may narrow the selection to the ones which best meet the needs of LISD.

2.3.3 **Evaluation Criteria.** The following criteria will be used in evaluating and scoring the proposals:

	Criteria	Points
A.	Qualifications and Technical Experience	35
	1. Meets technical requirements and needs of the District (0-25)	
	2. Business history, finances and references (0-10)	
B.	Online Payment Solution	35
	1. Implementation, training and functionality (0-20)	
	2. Support and maintenance (0-15)	
C.	Cost	15
	Purchase Price (0-10)	
	Long-term cost (0-5)	
D.	Vendor Demonstration	15

2.4.0 **Solicitation Timeline:**

Task	Date
RFP Released	May 11, 2017
Questions from vendors	May 26, 2017
Responses to questions	May 31, 2017
RFP Due Date	June 6, 2017
Evaluations of RFPs and Vendor Demonstrations	June 6, 2017 through June 20, 2017
Anticipated Award of RFP	July 2017

The District plans to award the RFP within 90 days after the due date. All dates after the RFP due date are subject to change.

Section 3: Specifications

3.1.0 Scope of Services

- 3.1.1 The proposed Service-System shall be capable of providing imbedded links in District websites or District branded webpages. Customers must maintain a seamless and secure experience when making their purchase without being redirected to a different website to complete their transaction.
- 3.1.2 LISD requires all transmission, receipt, storage, use and disposal of data to be handled in accordance with the policies of LISD as well as all applicable laws and commercial best practices with regard to the type of data involved, including but not limited to: Safeguards Rule of the Financial Services Modernization Act of 1999 (Gramm-Leach-Bailey of GLB); the Family Educational Rights and Privacy Act (FERPA), and the protocols for both Payment Card Industry Standards (PCI) and Payment Card Industry Data Security Standards (PCIDSS).
- 3.1.3 Software must allow for LISD access to add comments and indicate general ledger accounts to charge.
- 3.1.4 The proposed Service-System shall have available a 24/7 Call Center to assist with technical issues.
- 3.1.5 The proposing vendor agrees to provide the following technical support:
 - Service Level Agreements for Availability
 - Privacy and Security of End User Financial Information
 - Technical and Online User Documentation
 - Technical Training/Support for District IT Staff
 - Technical Resources for Interface Development/Changes
 - Detection and Resolution of Fraudulent Transactions
 - Intuitive, Easy to Use Interface

Section 4: Contract Terms and Conditions

4.1.0 Contract Terms

- 4.1.1 The term of agreement for this proposal shall be in effect for one year, with the option of four (4) one-year extensions based on the needs of the District. LISD may extend this contract for an additional thirty (30) days from the date of expiration, under the same term and conditions, if it is determined by the District that additional time is required. All proposers must agree to fully warrant and guarantee all information in their proposals.
- 4.1.2 Contract prices shall remain firm for a period of one year. If, when it comes time to extend the proposal for an additional year, there is an extreme increase in market conditions, the successful proposer may request, in writing, a price increase from the awarded proposal price. Proof of change in market conditions must accompany the request for price increase.

4.2.0 Indemnification

- 4.2.1 Responder shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Responder, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.

4.3.0 Insurance Requirements

- 4.3.1 Each responder should run the following insurance requirements, waivers of subrogation language and indemnity language past his/her insurance underwriters for the purpose of identifying any requirements that may impose a hardship on the responder. Such hardships should be listed in the response and can be considered as LISD evaluates the qualifications. Any hardships can be discussed and negotiated with the responder before the final firm(s) is selected.

The Responder shall take out and maintain, at its expense, until termination of the contract, at least the following insurance with an appropriately licensed insurance company in the State of Texas.

TYPE OF COVERAGE

<u>Insurance Requirements:</u>	<u>Limits:</u>	
A. General Liability	Occurrence/Aggregate	\$1,000,000 Occurrence / \$2,000,000 Aggregate
	Products - Comp/or Agg.	\$1,000,000
	Med. Expense (Any one person)	\$ 5,000
	Personal & Adv. Injury	\$1,000,000
	Professional Liability	\$1,000,000
B. Worker's Compensation		Statutory
And	Each Accident	\$ 500,000
Employers' Liability	Disease - Policy Limit	\$ 500,000
	Disease - Each Employee	\$ 500,000

4.4.0 Non-Appropriation

4.4.1 **Availability of Funds:** The award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated, or the scope amended. There shall be no penalty or removal charges incurred by the District.

4.5.0 Termination

4.5.1 This contract may be terminated by either LISD or the Responder upon sixty (60) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement.

4.6.0 Force Majeure

4.6.1 No party shall have any liability to another in the event of the cancellation of the Services if such cancellation is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure," the parties will attempt to reschedule the Services, or if rescheduling is not feasible or desirable, a refund will be issued for any paid fee with respect to the canceled engagement.

4.7.0 Assignment

4.7.1 No right or interest in this contract shall be assigned or delegation of any obligation made by the responder without the written permission of the District.

4.8.0 Governing Law

4.8.1 Both parties agree that venue for any litigation arising from this contract shall lie in Leander, Williamson County, Texas.

4.8.2 This contract shall be governed by the laws of the State of Texas, Williamson County and the Uniform Commercial Code. The Uniform Commercial Code shall govern this agreement. Wherever the Uniform Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

4.9.0 Notification of Criminal History of Contractor

4.9.1 A person or business entity that enters into a contract with a school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony.

4.9.2 A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

4.10.0 Conflict of Interest

4.10.1 DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICIALS

Local Government Officials are the Superintendent, Board Members or any agent/employee of the District who exercises discretion in the planning, recommending, selection or contracting of a vendor.

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Leander ISD must file a Conflict of Interest Questionnaire with the LISD Purchasing Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of facts that require filing.

Disclosure is required if:

- The person has an employment or other business relationship with the local government officer or a family member resulting in the officer or **family member** receiving taxable income more than \$2,500; or
- The person has given the local government officer or **family member** one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$100 in the twelve

month period preceding the date the officer becomes aware of an executed contract or consideration of the person for contract to do business with the district; or

- The person has a family relationship with a local government officer that is either 3rd degree of consanguinity (blood) or 2nd degree affinity (marriage).
- The local government officer holds an ownership interest of 1% or more in the vendor's business.
- This requirement applies to a person who is an agent of a Vendor in the Vendor's business with the District.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

If a school district learns that Vendor didn't properly disclose, the district can terminate the contract with that vendor.

4.10.2 The Conflict of Interest Questionnaire may be printed from the LISD website at <http://www.leanderisd.org/default.aspx?name=purch.CIQ.list> under District and School Information, Purchasing Department.

4.10.3 Forms, failure penalties and additional information are posted at The Texas Ethics Commission's website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

4.10.4 **Disclosure of LISD employee status:**

All responders must disclose the name of any LISD employee who owns, directly or indirectly, an interest in the Responder's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the bid or cancellation of a contract resulting from this solicitation.

- Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Chief Financial Officer and executed through a documented competitive process.
- Services that might be provided by the employee as an extension of the employee's regular job responsibilities are prohibited from consideration.

4.11.0 Award of Contract(s)

4.11.1 This contract may be awarded to one or multiple firms as determined to provide the best value to Leander ISD. Leander ISD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the District.

4.12.0 Subcontracting

4.12.1 Once LISD has awarded the contract, subcontracting of any portion of the services will not be allowed without the prior written consent of the District.

4.13.0 Open Records Policy

4.13.1 LISD is a government body subject to the Texas Public Information Act (TPIA). Firm acknowledges that the LISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, LISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. By LISD; or
2. For LISD and LISD
 - a. Owns the information; or
 - b. Has a right of access to the information; or
 - c. Spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of LISD in the officer's or employee's official capacity and the information pertains to official business of the LISD.

Section 5: Proposal Response

5.1.0 Questionnaire

5.1.1 The Proposer must provide a proposal response to all questions.

A. Business History and Experience

1. How many years has the company provided services as required by this RFP?
2. Has the company provided this type of product/service to LISD? If yes, list implementation date and type of product/service.
3. Has the company provided this type of product/service to other school districts? If yes, list district name, implementation date, and type of product/service for each district.
4. Does the company have experience integrating with student/business information systems? If yes, please explain.
5. Does the company have experience integrating with accounting/bookkeeping software? If yes, please explain.

B. Project Scope

1. Describe how the District's online credit card processing system will be operated on a day-to-day basis and provide transaction flow diagrams. Provide all details and facts you deem necessary to evaluate your proposal.

C. Questionnaire

1. Is your company PCI Compliant?
2. The District requests a minimum of three (3) swipe devices at no charge. Can your company provide these three (3) devices at no charge? If yes, would your company charge for additional devices? If yes, please include all related hardware costs in the Cost Summary section of this RFP (5.1.1).
3. Describe how your system provides payment transaction confirmations.
4. Describe your systems reporting mechanism for payment transactions.
5. Does your software have the ability to route payments into multiple bank accounts?
6. Does your system have the ability to process refunds/chargebacks without withdrawal access to District accounts? Is a detail reconciliation report included to tie to bank deposit?
7. How frequently are deposits made to the District?
8. Does your system accept all major credit cards?
9. Do the fees vary based on credit card type? Please provide a fee schedule.
10. What are the setup fees? Annual subscription fees? Convenience fees? Support/Maintenance fees? Custom Development fees?
11. Do you provide the merchant account?
12. Does your system allow an interface to accept cash, cashier's check or money order?
13. Does your system accept electronic checks?
14. Does your system allow for partial payments and/or recurring payments?
15. Does your system allow for tiered pricing?
16. Does your system allow for a District Program administrator to adjust pricing via a "scholarship" process?
17. Can reports/course rosters be accessed by multiple area levels (campus, district, etc.)?
18. Do reports itemize collections and fees for each transaction?
19. Does your system have the ability to export data in standard formats (excel, csv.pdf)?
20. Does your system have the ability to provide daily reports necessary for sales tax accounting?
21. What registration tools (summer school/camps, device fees, enrichment classes) do you provide, if any?
22. How does your system handle credit card charges when a minimum number of students must be met for an afterschool enrichment class to be held?
23. Does your site have the ability to validate customer entered information?
24. Are customers able to retrieve prior payment history, reprint receipts?
25. Do you offer a social media platform/capability?

D. Technical

1. Describe the operational environment of the proposed solution. Does your product offer a central processing solution and/or a distributed processing solution? Is the technology using a client/server solution, web solution, or combination of both? If a browser is required, what are the specific requirements (i.e. IE, version specific, etc.)? Include a diagram to support all aspects of this question (i.e. network configuration/processing environment, hardware requirements, etc.).
2. Does the proposed solution have the capability to import mandated educational standards, if applicable to the proposed solution, and frameworks? Does the capability exist to export data for submission to external entities or external databases? Describe the processes used.
3. What report writing and query capabilities are provided with your product? If a third party tool is used, include all information pertaining to this product (i.e., version, vendor, etc.)?
4. Does your solution include an application security method? Does it provide multi-level security (i.e. for compliance issues, teacher access, office access, administrator access, security issues, etc.)? Include product specifications that describe the security levels.
5. What peripheral equipment is required to support your product? Please indicate what equipment applies to this question and describe how it is used.
6. What is the minimum system configuration (memory, disk space, etc.) for your product? If the proposed solution is a client/server environment, included specifications for both the client and the server. What measurement is used (i.e. the number of users, the number of students, etc.) to determine an increase in the number of servers/licenses required to support this solution?
7. Do you provide custom enhancements to your customers? If so, what is the process for requesting a custom enhancement? How many custom enhancements have you written for your current customer base?
8. How does your product manage the historical storage of data?

E. Training/Implementation

1. Describe the type of application training that will be provided to LISD employees, including the number of hours at no cost, qualifications of trainers, location of training, format of training, and additional training available after installation is completed.
2. Implementation is a critical component/phase to the success of this solution. Describe your implementation approach in detail, including step sequences, required time, and training requirements. Include a sample Implementation Plan.
3. Which vendor staff members will participate with LISD in planning the implementation and post-implementation?
4. Are training and reference guides (or on-line help) available? Enclose materials that will assist us with the evaluation of your training program, including samples of training plans developed for districts equivalent in size to LISD. The plan should address all aspects of training, report writing, technical training, class size, facility requirements, and suggested time frame.
5. Describe the documentation (all documents, reference charts, etc.) that is provided with your solution. Include title, format (printed, online, etc.), quantity supplied and cost (if any), of additional copies, descriptions of contents and purpose (intended users), and examples.
6. List all Texas districts that use your product. Include a contact name and phone number for each.

F. Support/Maintenance

1. Describe your standard service/support agreement. Include samples of the various types of agreements, level of support provided, and the "hours of coverage" options that are available. Ensure the supporting material addresses extended (year) maintenance options and include associated costs for the maintenance.
2. Describe the level of customer service that will be offered to LISD customers.
3. What is the average problem response time for technical assistance (during normal business hours, after business hours, etc.)? What is the procedure for after hours?
4. Indicate the maximum guaranteed response time (in hours) to respond to a request for technical assistance.
5. What are the hours of operation (Central Time zone) of your technical and user support staff?

Section 6: Proposal Cost

5.1.0 Cost Summary

5.1.1 It is the Proposer's responsibility to specify all costs and fees associated with providing products and services.

1.) Application Fee \$ _____

Supplier Notes:

2.) Setup Fees \$ _____

Supplier Notes:

3.) Monthly Fees \$ _____

Supplier Notes:

4.) ACH Transaction Fees \$ _____

Supplier Notes:

5.) Credit Card Transaction Fees \$ _____

Supplier Notes:

6.) Daily Remittance Fees, Per Hour \$ _____

Supplier Notes:

7.) Markup Percentage \$ _____

Supplier Notes:

8.) Technical Support Fees, Per Hour \$ _____

Supplier Notes:

9.) Interface Development Cost \$ _____

Supplier Notes:

10.) Convenience Fees \$ _____

Supplier Notes:

11.) Customized Report Fees \$ _____

Supplier Notes:

12.) Professional Service Costs \$ _____

Supplier Notes:

13.) Estimated Hardware Costs \$ _____

Supplier Notes:

14.) Estimated Software Costs \$ _____

Supplier Notes:

15.) Training & Documentation Costs \$ _____

Supplier Notes:

Section 7: Attachments

- A. Vendor Profile
- B. Offer Form & General Conditions
- C. Proposal Certification
- D. References
- E. Deviation and Non-Collusion Statement
- F. Contractor Certification
- G. Conflict of Interest
- H. Felony Conviction Form

ATTACHMENT A: VENDOR PROFILE

Company Name: _____ DBA: _____

Company Address: _____ City: _____ State: _____ Zip: _____

Company Website _____ Email Address _____

Organization Type: _____ Sole Owner _____ Corporation _____ S-Corp. _____ Partnership _____ Other

SS Number: _____ Federal ID Number: _____

List the telephone numbers to:

Place orders: _____ Fax#: _____

Person to contact: _____ Title: _____

Does your company accept Master Card? ____ Yes ____ No If yes, any fee? ____ Yes ____ No ____ Fee Amount

Are you an employee of Leander ISD? ____ Yes ____ No

If you answered yes, please provide position held. _____

Are you or any employee of yours related to an employee or board officer of Leander ISD? Yes No

Do any employees or board members of LISD have a financial interest in your business? Yes No

If yes to either question, please complete the CIQ form (<https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf>).

Corporate / Local contact for this proposal:

Corporate

Name: _____ Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ Email: _____

Local

Name: _____ Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ Email: _____

Number of Years in Business: _____

Attachment B: Offer Form & General Conditions

I have received the General Conditions and all forms for Demographic Services as prepared by Leander Independent School District. I have examined the General Conditions and submit the following proposal. If I have deviated from the original General Conditions set forth by Leander Independent School District, I have specified such deviations in the attached Deviation Form – See Attachment D.

I agree:

1. To hold my proposal open for 90 days after the proposal date for review of proposal.
2. That the signing of this proposal form will constitute a contract between Leander Independent School District and my company, if awarded any or all of the proposal. The term of the of the contract shall be for one (1) year with an option for four (4) one-year extensions subject to the annual review and approval by the Board of Trustees, the satisfactory negotiation of terms including a fee acceptable to both the district and the selected firm, and the annual appropriation of District funds.
3. That payment(s) will only be made from an invoice. Payment will not be made from a statement. A purchase order number must appear on all invoices.
4. That the General Conditions, Public Notice, instruction, representations, written notices and/or agreements made in conferences concerning this solicitation are part of this contract as if they were attached, or therein repeated.
5. Leander ISD can terminate this contract based on the Termination section of the final contract.

Vendor Check List:

Signed LISD Proposal Documents - Attachments A-H_____

References_____

Company Name: _____ Authorized Representative _____
(Print Name)

Authorized Representative: _____ Title: _____
(Signature)

Attachment C: Proposal Certification

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

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

Company Name: _____ Authorized Representative _____
(Print Name)

Authorized Representative: _____ Title: _____
(Signature)

Attachment D: References

Agency Name, Address, Contact/Title, Phone Number	Description of Service	Date(s) of Service
1.)		
2.)		
3.)		
4.)		

Attachment E: Deviation and Non-Collusion Statement

Deviations to Terms and Conditions:

In the event the undersigned bidder intends to deviate from the general terms, conditions, or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be listed on Below, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

Deviations to Specifications:

Vendors must list all specifications for item(s) proposed that differ from any specifications/brands listed in proposal. LISD will be the sole judge to determine if deviations are acceptable in meeting the needs of LISD and participating members.

Non-Collusion Statement

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

Suspension and Debarment Statement

_____ Non-Federal entities are prohibited from contracting with or making sub-awards under
Initial covered transaction to parties that are suspended or debarred or whose principals are suspended or
debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000.
Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that the
organizations and its principals are not suspended or debarred.

The undersigned affirms that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Our bid is submitted according to: _____ deviations as listed above **OR**
_____ no deviations

Date: _____

Company Name: _____ Authorized Representative _____
(Print Name)

Authorized Representative: _____ Title: _____
(Signature)

Attachment F: Contractor Certification

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history and fingerprinting record information regarding covered employees. Contractors must certify with the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the district, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) equivalent offense under federal law or the laws of another state.

Direct contact: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee.

On behalf of _____ (“Contractor”), I certify that [check one]:

[] None of the employees of Contractor and any subcontractors 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 the employees of Contractor and any subcontractor 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 the employees of (sub) contractor are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history and fingerprinting record information, through the Texas Department of Public Safety, 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 District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the district may obtain criminal history record information on the covered employees
- (4) If the district 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 that covered employee to provide services at the District.
- (5) All covered employees hired after January 1, 2008, have completed the fingerprinting process prior to performing any duties related to the District or having any direct contact with students.

Non-compliance by Contractor with this certification may be grounds for contract termination.

Contractor Signature

Date

Attachment G: Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div>		

Attachment H: Felony Conviction Form

Statutory citation cover notification of criminal history of contractor in found in the Texas Education Code §44.034

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters in to a contact with a school district must give advance notice to the school district if the person or an owner or operator of the business entity has been convicted of a felony.”

Subsection (b) states “a school district may terminate a contact with a person or business entity if the district determines that the person or business entity failed to give notice as required by subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or the business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME: _____.

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

A. My firm is a publicly- held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has ever been convicted of a felony.

Signature of Company Official: _____

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

Name of Felon(s): _____
(Attach additional sheet if necessary)

Details of Conviction(s): _____
(Attach additional sheet if necessary)

Signature of Company Official: _____

LEANDER INDEPENDENT SCHOOL DISTRICT
Online Payment Services
RFP #OPS17CK
June 6, 2017 2:00 P.M. CST (local)

(End of RFP document)