

2027-1027

E-rate YR 2027 Internet Edge Equipment

Issue Date: 11/20/2026
Questions Deadline: 12/14/2026 10:00 AM (CT)
Response Deadline: 12/18/2026 03:00 PM (CT)

Contact Information

Contact: Carol Quintanilla, CTCD, Senior Buyer
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 657-4486
Fax: (956) 657-4481
Email: carolina.quintanilla@mcallenisd.net

Event Information

Number:	2027-1027
Title:	E-rate YR 2027 Internet Edge Equipment
Type:	Request for Cooperative Quotes
Issue Date:	11/20/2026
Question Deadline:	12/14/2026 10:00 AM (CT)
Response Deadline:	12/18/2026 03:00 PM (CT)
Notes:	McAllen Independent School District (the "District") invites your Cooperative Quote on the above referenced project.

All respondents shall be approved vendors through District approved cooperative(s). Some vendors may support multiple cooperative contracts, therefore we request to utilize the contract that proposes the best value for the District. A list of approved McAllen ISD coops can be located on our website at https://www.mcallenisd.org/page/cooperative-agreements.

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the IonWave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone or email.

COMMUNICATION WITH DISTRICT PERSONNEL

From the date this solicitation is issued until a contract is awarded, all bids are rejected, or the solicitation is cancelled, respondents and their agents shall not discuss this RFCQ or communicate with any District employees or members of the Board of Trustees regarding this Project. Prohibited communication includes, but is not limited to, unsolicited literature, emails, text messages, faxes, or telephone calls.

- **Sole Point of Contact: Respondents may communicate only with members of the Purchasing Services team regarding matters related to this solicitation.**
- **Questions: All inquiries must be submitted in writing via the "Questions" tab in the IonWave portal prior to the deadline stated.**
- **Disqualification: Failure to abide by this non-contract requirement will result in automatic disqualification at the discretion of the District.**

Ship To Information

Contact: Domingo Ramos, Executive Director
Address: Department of Technology (DOT)
4309 Warrior Road
McAllen, TX 78501
Phone: (956) 6323238

Billing Information

Contact: Dyanira Diaz, Director
Address: Accounting
2000 N. 23rd Street
McAllen, TX 78501
Phone: (956) 632-8403

Email: domingo.ramos@mcallenisd.net

Email: Dyanira.farias@mcallenisd.net

Bid Attachments

General Terms and Conditions RFCQ Non-Construction 5.19.26.pdf View Online

General Terms and Conditions RFCQ Non-Construction

2027-1027 Specifications and SOW.pdf View Online

2027-1027 Specifications and Scope of Work

2027-1027 Attachment A.pdf View Online

Attachment A - Evaluation Matrix

Reference Form FILLABLE.pdf View Online

Reference Form

IRS FORM W-9 Revised March 2024 (Fillable Form).pdf View Online

IRS FORM W-9 Revised March 2024 (Fillable Form)

Conflict of Interest Form (CIQ) Fillable R8.14.2024.pdf View Online

Conflict of Interest Questionnaire (CIQ) form

Preempl-Preservice-affidavit-july-2026.pdf View Online

Sample of Pre-Service Affidavit Form

Draft Contract.pdf View Online

Draft Contract

Requested Attachments

Completed W9 Form

(Attachment required)

Please upload your completed W9 form.

Proof of Insurance (Acord Certificate of Insurance Form)

(Attachment required)

Please upload your certificate of insurance in Acord form.

Completed Conflict of Interest Questionnaire.

(Attachment required)

Please upload your completed CIQ. Note: If there is no conflict, please indicate "N/A" on the form.

Completed Form 1295 Form or Exemption Statement

(Attachment required)

Please upload your completed 1295 Form. Form must be completed online: https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php. If not applicable to your company, please attach a statement indicating the reason.

Partner/Reseller Authorization Letter

(Attachment required)

Please upload direct partner/reseller authorization letter (refer to Specifications and SOW 11.5.7.1).

Lead Deployment Engineer Expert-Level Certification

(Attachment required)

Please upload Lead Deployment Engineer's expert-level certification (refer to Specifications and SOW 11.5.7.2).

Bid Attributes

1	**E-RATE REQUIREMENTS**

2 Federal Funds

This is a federally funded purchase, and as such, Respondents are required to comply with all applicable federal guidelines, including 2 CFR 200.318-321; 200.324; 200.326-327; and Appendix II to CFR Part 200 (collectively "Procurement Regulations"). Respondents shall comply with the procurement standards and all applicable Federal, State, and local laws, executive orders, rules and regulations, applicable to its performance under the Contract. (refer to Specifications and Scope of Work 11.0).

**This is your electronic signature.

☐ I have read, understand, and hereby certify.
(Required: Check if applicable)

3 Award Contingent to Funding Approval

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

**This is your electronic signature.

☐ I have read, understand, and hereby certify.
(Required: Check if applicable)

4 Registration with USAC and valid SPIN

Respondents are required to be registered with the Universal Service Administrative Company ("USAC") and have a valid Service Provider Identification Number ("SPIN") by filing Form 498 at http://www.usac.org to participate. The District will not consider any proposals without a valid SPIN. (Refer to Specifications and SOW 11.2.1.2)

**This is your electronic signature.

☐ I have read, understand, and hereby certify.
(Required: Check if applicable)

5 Service Provider Identification Number ("SPIN")

Specify Respondent's SPIN number (refer to Specifications and SOW 11.2.1.2)

(Required: Maximum 1000 characters allowed)

6 Registration with FCC and valid FRN

Respondents are required to be registered with the Federal Communication Commission ("FCC) and have a valid FCC Registration Number ("FRN"). More information may be obtained at https://fjallfoss.fcc.gov/coresWeb/publicHome.do.

**This is your electronic signature.

☐ I have read, understand, and hereby certify.
(Required: Check if applicable)

7	**Compliance with E-Rate Program Guidelines** Respondent must assure that its response is compliance with all current E-Rate program guidelines established by the Federal Communications Commission (FCC). Information regarding eligibility of goods and services, invoicing requirements, documentation requirements, and other program rules are available at http://www.usac.org. **This is your electronic signature. ☐ I have read, understand, and hereby certify. *(Required: Check if applicable)*
8	**Retention of Records (E-Rate Program)** The E-Rate program requires that all records be retained at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this solicitation for ten (10) years after final payment. **This is your electronic signature. ☐ I have read, understand, and hereby certify. *(Required: Check if applicable)*
9	**Federal Universal Service Fund (E-Rate) Program** Respondent hereby agrees to comply with all other requirements of the Federal Universal Service Fund (E-rate) program. Any program violations as a result of the Respondent, and not the District's, will be the responsibility of the Respondent to resolve and the Respondent agrees to be solely responsible for any costs related to such violations. (refer to Specifications and Scope of Work 11.2.1.5) **This is your electronic signature. ☐ I have read, understand, and hereby certify. *(Required: Check if applicable)*
10	**GENERAL REQUIREMENTS**
11	**General Terms and Conditions** Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand, and accept the general terms and conditions. **This is your electronic signature. ☐ I have read, understand, and accept. *(Required: Check if applicable)*
12	**Specifications and Scope of Work** Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand, and accept the specifications and scope of work. **This is your electronic signature. ☐ I hereby acknowledge. *(Required: Check if applicable)*

13	**Deviations and Exceptions** If your company intends to deviate from the Specifications listed in the attached solicitation documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If there is none, enter N/A (Not Applicable)**. *(Required: Maximum 4000 characters allowed)*

14	**Form 1295 - Certificate of Interested Parties** The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online. Access form at: • https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php • Complete the form • Enter solicitation number and name • Print and sign form • Attach form on "Response Attachments" tab If exempt, attach documentation. ☐ I have read and understand. *(Required: Check if applicable)*

15	**Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.** Attach Completed W-9 under "Response Attachments" tab *(Required: Maximum 1000 characters allowed)*

16 Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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 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." Subsection (c) states “This section does not apply to a publicly held corporation.”

Select where applicable:

A. My company is not owned nor operated by anyone who has been convicted of a felony.
B. My company is owned or operated by an individual(s) who has/have been convicted of a felony.
C. My company is a publicly held corporation; therefore, this above reporting does not apply as per Section 44.034, Texas Education Code, Subsection (c).

**This is your electronic signature.

☐ A. My company is not owned nor operated by a felon.

☐ B. My company is owned or operated by a felon. ☐ C. My company is a publicly held corporation.

(Required: Check only one)

17 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If it is not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

18 Criminal History Record Information Review of Certain Contract Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district (“Contractors”) and entities that contract with school district contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to district; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code. The undersigned Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, Contractor shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

DEFINITIONS:

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the

service to be performed at a school district and have or will have direct contact with students. District will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 Tex. Admin. Code §153.1101(2).
Direct contact with students: 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. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 Tex. Admin. Code § 153.1101(7).
Public Works Contractor: An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
Exception for Certain Public Works Contractors' Employees and Applicants: The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:
(1) A conviction or other criminal history information designated by district or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:
National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. District may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.

Contractor hereby certifies to McAllen Independent School District ("DISTRICT") (and, in the case of a Subcontractor, certify to Contractor and DISTRICT) that [**select one**]:

OPTION A. Contractor/Subcontractor certifies that none of the employees of Contractor/Subcontractor are covered employees, as defined above. For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/ Subcontractor certifies to DISTRICT that it will timely complete the "Waiver for Criminal History Record Information" form and submit such to DISTRICT. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If DISTRICT, in its sole discretion, determines that employees of Contractor/Subcontractor are covered employees, as defined above, Contractor/Subcontractor will provide DISTRICT with the name, date of birth, and any other requested information of such covered employees so that DISTRICT may obtain criminal history record information on the covered employees, upon request by DISTRICT.

OR

OPTION B. Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, but the criminal history record information ("CHRI") requirements do not apply to its employees or applicants for employment because:

(1) Contractor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**

(2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

If this option is selected, Contractor/Subcontractor further certifies to McAllen Independent School District ("DISTRICT") that:

a) Contractor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;

b) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor,
Contractor/Subcontractor will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to DISTRICT; and

c) If DISTRICT, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Contractor/Subcontractor, Contractor/Subcontractor will provide DISTRICT with the name, date of birth, and any other requested information of its covered employees so that DISTRICT may obtain criminal history record information on the covered employees, upon request by DISTRICT.

OR

OPTION C: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees. If this option is selected, I further certify that:

(1) For each covered employee **who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to DISTRICT that will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to DISTRICT,** providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that DISTRICT may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information.

(2) Contractor/Subcontractor shall provide DISTRICT "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose criminal history record information is not received prior to start of the services to be performed by Contractor/Subcontractor at DISTRICT is subject to exclusion from service, in DISTRICT's sole discretion, until his or her criminal history record information can be obtained and reviewed by DISTRICT. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs**. Contractor/Subcontractor will not be permitted to view the criminal history record information obtained by DISTRICT.

(3) DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that DISTRICT will obtain all criminal history record information that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that DISTRICT will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by DISTRICT through the procurement and/or contracting processes, to determine, in DISTRICT's sole discretion, whether any covered employee(s) should be prohibited from serving at

DISTRICT. DISTRICT will notify Contractor/Subcontractor of its determination.

(4) If DISTRICT at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at DISTRICT, in DISTRICT's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by DISTRICT through the procurement and/or contracting processes, DISTRICT will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

Upon contract award and/or initiation of PO/contract from DISTRICT, the winning proposer/Contractor shall complete DISTRICT's "Waiver for Criminal History Record Information" form, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that DISTRICT may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with DISTRICT, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at DISTRICT, Contractor shall immediately notify DISTRICT and provide DISTRICT with all of the information listed in the preceding paragraph as to each additional covered employee, so that DISTRICT may obtain the additional covered employees' criminal history record information. If, during the term of the contract with DISTRICT, Contractor/Subcontractor ceases to employ a covered employee in connection with a DISTRICT contract, whose information was previously provided to DISTRICT, Contractor/Subcontractor shall immediately notify DISTRICT of the same and provide DISTRICT with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that DISTRICT may unsubscribe from that individual's criminal history record.

If DISTRICT, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by DISTRICT through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at DISTRICT.

I also certify to DISTRICT (and, in the case of a Subcontractor, certify to Contractor and DISTRICT) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

**This is your electronic signature.

☐ OPTION A. None of the Employees - I hereby agree and certify.

☐ OPTION B. Some or All are Covered but CHRI requirements do not apply - I hereby agree and certify.

☐ OPTION C. Some or All Employees are Covered Employees - I hereby agree and certify

(Required: Check only one)

19 Conflict of Interest Disclosure Statement

McAllen Independent School District ("District") is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with DISTRICT or who seeks to do business with DISTRICT must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1. If the vendor has an employment or other business relationship with a local government officer of DISTRICT or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of DISTRICT, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of DISTRICT.

- "*Vendor*" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).
- "*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. Texas Local Government Code 176.001(3).
- *"Family relationship*" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).
- "*Local government officer*" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**This is your electronic signature.

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

20 Confidential/Copyrighted Information

Contractor agrees, if a bid/proposal/quote is, or parts of bid/proposal/quote is confidential, the Contractor has specified by stamping in bold letters the term "**CONFIDENTIAL**" on all or the confidential part of the bid/proposal/quote. The bid/proposal/quote may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid/proposal/quote is unacceptable and will be disqualified as unresponsive.

**This is your electronic signature.

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

21 **Declaration of Business Location - Texas Education Code 44.031(b)(8)**

Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

A. Has its principal place of business in the State of Texas; OR
B. Employs at least 500 persons in the State of Texas
C. Principal place of business is not in the State of Texas.

**This is your electronic signature.

☐ A. Principal place of business is in Texas ☐ B. Principal place employs 500+ in Texas

☐ C. Principal place is NOT in Texas

(Required: Check only one)

22 **Declaration of Business Location - Texas Education Code 44.031(b)(8)**

Specify principal place of business (City/State).

If it is not applicable, please enter N/A (not applicable).

**This is your electronic signature.

(Required: Maximum 4000 characters allowed)

23 **Delinquent Taxpayers - Texas Education Code 44.044**

The District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

[ ] I am not a delinquent taxpayer to McAllen ISD
[ ] I am a delinquent taxpayer to McAllen ISD (your bid may be disqualified if your debt is not cleared prior to award.)

**This is your electronic signature.

☐ I am not a delinquent taxpayer to McAllen ISD

☐ I am a delinquent taxpayer to McAllen ISD (your bid may be disqualified)

(Required: Check only one)

24 **Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6)**

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

[ ] I am an Active certified HUB vendor (upload HUB certificate in "Response Attachments" tab)
[ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
[ ] I am neither

**This is your electronic signature.

☐ I am an Active certified HUB vendor (upload HUB certificate)

☐ Small & Minority, Women's Business Enterprises, Labor Surplus Area Firms ☐ I am neither.

(Required: Check only one)

25 Prohibition on Contracts with Companies Boycotting Certain Energy Companies - Texas Government Code 2276

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement 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 Ch. 2276 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, 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 Agreement. For purposes of this Agreement, 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).

**This is your electronic signature.

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

26 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries - Texas Government Code 2274

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) DISTRICT has determined that Vendor is not a sole-source provider or DISTRICT has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**This is your electronic signature.

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

27 **Entities That Boycott Israel - Texas Government Code 2271**

If (a) Vendor is not a sole proprietorship; (b) Vendor 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 2271 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.

**This is your electronic signature.

☐ I agree and hereby certify.
(Required: Check if applicable)

28 **Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited - Texas Government Code 2252.152**

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051 or 2252.153.

Vendor 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.

**This is your electronic signature.

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

29 **Listed Companies - Texas Government Code 2252.153**

The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Vendor 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.

**This is your electronic signature.

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

30 **Exception - Texas Government Code 2252.154**

Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Vendor 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.

**This is your electronic signature.

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

31 Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure - Texas Government Code 2275

DISTRICT is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by DISTRICT for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor 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. The prohibition described applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. For purposes of this Agreement, “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.).

Vendor hereby verifies and certifies that Vendor 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.

**This is your electronic signature.

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

32 Non-Collusion Statement

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

**This is your electronic signature.

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

33 SB 571 - Pre-Employment or Pre Service Affidavit

The Awarded Vendor shall comply, and shall cause its subcontractors, consultants, vendors, agents, and/or personnel to comply, with Chapter 22A of the Texas Education Code. Prior to assigning or permitting any covered employee, subcontractor, or agent to perform Work under this proposal, the Contractor shall ensure that such individual submits, on the standard form adopted by the Texas Education Agency (TEA), the consent for release of employment records and the pre-employment or pre-service affidavit required pursuant to Section 22A.055 of the Texas Education Code.

The Contractor acknowledges and agrees that the District is required by Section 22A.151 of the Texas Education Code to refuse to accept services from any individual listed on the TEA Do Not Hire Registry. The Contractor shall not assign or utilize any individual listed on said registry to perform any Work under this Agreement and shall immediately remove and replace any person listed on the registry upon notification or discovery.

For the purposes of administering Texas Education Code §22A.055, McAllen ISD requires the pre-service affidavit to be completed by all service providers whose duties involve direct contact or interaction with students.

A sample of the standard form adopted by the Texas Education Agency (TEA) can be found on the Attachments tab.

**This is your electronic signature.

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

34 **Required Contract Provisions for Contracts for Non-Federal Entity / Recipient and Subrecipient Contracts under Federal Awards - Appendix II to 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by McAllen ISD ("DISTRICT") for any contract resulting from this procurement process. McAllen ISD is the subgrantee or subrecipient by definition. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control.

In addition to other provisions required by the federal agency or recipient and subrecipient, all contracts made by the recipient or subrecipient under the Federal award must contain provisions covering the following, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between McAllen ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

Contractor/Sub-contractor agrees to comply with the following provisions.

**This is your electronic signature.

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

35 **A. Contracts in Excess of $250,000**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

  Vendor has read the above and hereby certifies to comply.

**This is your electronic signature.

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

36 **B. Contracts in Excess of $10,000**

All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.

- Pursuant to Federal Regulation (B) above, when federal funds are expended by the DISTRICT, the DISTRICT 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. The DISTRICT also reserves the right to terminate the contract immediately, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. If the DISTRICT terminates the contract for any reason, written notice of termination will be provided to vendor. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the best interest of the DISTRICT

**This is your electronic signature.

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

37

C. Equal Employment Opportunity

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

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

**This is your electronic signature.

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

38

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 recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

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

**This is your electronic signature.

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

39

E. Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)

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

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

**This is your electronic signature.

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

40

F. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

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

**This is your electronic signature.

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

41

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

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

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

**This is your electronic signature.

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

42	**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 the McAllen ISD, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

43

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 District, Vendor certifies that during the term and after the awarded term of an award for all contracts by District 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 by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
    2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

    This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**This is your electronic signature.

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

44

J. Contract Cost and Price (2 C.F.R. § 200.324)

(a) The District must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted is dependent on the facts surrounding the particular procurement transaction, but as a starting point, the District must make independent estimates before receiving bids or proposals. (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the District under Subpart E—Cost Principles of this part. The district may reference its own cost principles as long as they comply with the Federal cost principles. (c) “Cost plus a percentage of cost” and “percentage of construction costs” methods of contracting must not be used.

Vendor certifies and agrees to comply with all applicable requirements.

**This is your electronic signature.

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

45

K. Procurement of Recovered Materials (2 C.F.R. § 200.323)

When federal funds are expended by McAllen ISD, McAllen ISD 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

McAllen ISD and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

- Pursuant to Federal Rule (K) above, when federal funds are expended by McAllen ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that (1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (K) above.

**This is your electronic signature.

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

46

L. Contracting with Small and Minority Businesses, Women's Business Enterprise, Veteran-Owned businesses, and Labor Surplus Area Firms (2 C.F.R § 200.321)

When federal funds are expended by McAllen ISD, Vendor must ensure that small business, minority businesses, women's business enterprise, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

Such consideration means: (1) these business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential resources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

**This is your electronic signature.

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

47

M. Never Contract with the Enemy (2 C.F.R. § 200.215)

When federal funds are expended by McAllen ISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is not an excluded entity under the System for Award Management (SAM) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

**This is your electronic signature.

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

48

N. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216)

The District, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) For additional information, see section 889 of Public Law 115-232 and § 200.471

Vendor certifies that they will not procure or obtain equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

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

49	**O. Certification of Compliance with Whistleblower Protections (2 CFR § 200.217)** If vendor is a subrecipient of McAllen ISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor certifies that they will inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310. ***This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
50	**P. Records Retention Requirements for Contracts Paid for with Federal Funds (2 C.F.R § 200.334)** When federal funds are expended by McAllen ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a **period of three (3) years** after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
51	**Q. Record Retention Requirements for Contracts Paid for with U.S. Department of Agriculture (USDA) Funds (Child Nutrition)** When U.S. Department of Agriculture funds are expended by McAllen ISD, District is required to keep documentation related to school nutrition programs for **a minimum of five (5) Years.** When there is a conflict between USDA regulations and other regulations, District must follow USDA regulations. Vendor certifies that it will comply with the record retention requirements detailed in Texas Department of Agriculture/Food and Nutrition Division, Administrator's Reference Manual (ARM) /Section 17a, Procurement Procedures. ***This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
52	**R. Certification of Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts In Excess Of $100,000 of Federal Funds** When federal funds are expended by McAllen ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. ***This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

53	**S. Certification of Compliance with the Energy Policy and Conservation Act** When federal funds are expended by District for any contract resulting from this procurement process, Vendor certifies that the vendor 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). ***This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
54	**T. Certification of Compliance as a Responsible Contractor (2 C.F.R. § 200.318)** When federal funds are expended by McAllen ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. ***This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
55	**U. Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322(a) and (b))** To the greatest extent practicable and consistent with law, McAllen ISD has 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) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. “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. “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. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

56 **V. Certification of Domestic Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322(c))**

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when McAllen ISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. "Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements"). The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to McAllen ISD and/or the awarding Federal agency.

***This is your electronic signature.

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

57 **W. Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program (SNP) funds**

The Buy American provision applies to all food purchases made with SNP funds. This provision requires CEs and third parties, acting on behalf of CEs, to purchase domestically grown and processed food to the maximum extent practicable. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Vendor hereby certifies and agrees that it is in compliance with all applicable provisions of the Buy American provisions applicable to food purchases.

**This is your electronic signature.

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

58	**X. Certification of Access to Records (2 C.F.R. §200.337)** Vendor agrees that: (a) **Records of *recipients and subrecipients***. The Federal Agency or District, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives must have the right of access to any records of the recipient or subrecipient pertinent to the Federal award to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general; (b) ***Extraordinary and rare circumstances***. The recipient or subrecipient and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency; and (c) ***Expiration of right of access***. The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon recipients and subrecipients. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
59	**Y. Certification of Applicability to Subcontractors** Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
60	**Z. Copyright (2 C.F.R. § 200.315)** All contracts paid from state or federal grants administered by the Texas Education Agency (“TEA”) must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

61	**AA. Professional Services Contracts with Federal Funds** For all professional services contracts paid with federal funds, the contract contains the following provisions: 1. All services will be completed during the effective dates of the contract. 2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance. 3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period. 4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318-.327. 5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs. 6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source. 7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged. 8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

62

BB. Certification of Compliance with Other Federal Provisions

Vendor also represents and warrants compliance 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 below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.

**This is your electronic signature.

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

63 **Contractor Certification**

Contractor certifies that the information listed above has been reviewed and the information furnished is true to the best of their knowledge. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certify compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

**This is your electronic signature.

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

64 **Addendum**

Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.

**This is your electronic signature.

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

65 **COMPANY INFORMATION**

66 **Legal Name of Company/Firm**

(Required: Maximum 1000 characters allowed)

67 **Number of Years Company has been in Business providing similar services**

(Required: Maximum 1000 characters allowed)

68 **Company/Firm Address (Address/City/State/Zip Code)**

(Required: Maximum 1000 characters allowed)

69 **Name and Title of Authorized Representative**

(Required: Maximum 1000 characters allowed)

70 **Email Address**

(Required: Email address)

71 **Phone Number**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

72 **Authorized Signatory (Name, Title, Email Address)**

(Required: Maximum 1000 characters allowed)

73 **COOPERATIVE CONTRACT**

74 **Cooperative Vendor**

I hereby certify that my Firm/Company is an approved vendor through a Cooperative Contract.

A list of approved McAllen ISD coops can be located on our website at https://www.mcallenisd.org/page/cooperative-agreements.

***This is your electronic signature.

☐ I have read, understand, and hereby certify.

(Required: Check if applicable)

75 **Cooperative Contract Name**

Specify Cooperative Contract Name.

(Required: Maximum 1000 characters allowed)

76 **Cooperative Contract Number**

Specify Cooperative Contract Number.

(Required: Maximum 1000 characters allowed)

77 **Cooperative Contract Expiration Date**

Specify Cooperative Contract Expiration Date

__ __ / __ __ / __ __ __ __

(Required)

78 **Delivery**

Specify number of days to complete delivery after receipt of order.

(Required: Maximum 1000 characters allowed)

79 **QUESTIONNAIRE**

80	**Is the equipment Post-Quantum Cryptography (PQC) Ready? (As per Specifications and SOW 11.5.5.1.1. and 11.5.5.1.2)** ☐ Yes ☐ No, provide explanation below. *(Required: Check all that apply)*
81	**If you answered "no" above, please provide explanation below. If not applicable, enter "N/A".** *(Required: Maximum 1000 characters allowed)*
82	**Specify number of days for installation and cutover (not to exceed ninety (90) days) (As per Specifications and SOW 11.5.8.9)** *(Required: Maximum 1000 characters allowed)*
83	**Specify hardware replacement warranty coverage (minimum five (5) years) (As per Specifications and SOW 11.5.10.1)** *(Required: Maximum 1000 characters allowed)*
84	**On-site Response Time (As per Specifications and SOW 11.5.10.2)** Confirm whether your firm commits contractually to an on-site technician arrival time of within three (3) hours for outage related to installation/configuration. *(Required: Maximum 1000 characters allowed)*
85	**Specify warranty covering all turnkey installation services, physical cabling, configuration stability, and turnkey turn-up labor (minimum one (1) year) (As per Specifications and SOW 11.5.11.1)** *(Required: Maximum 1000 characters allowed)*
86	**Does the proposed equipment natively support runtime control-plane vulnerability shielding? Yes/No (explanation required on the next attribute)** ☐ Yes ☐ No *(Required: Check all that apply)*

87	**Please provide a detailed explanation for your response to Bid Attribute #86.** *(Required: Maximum 1000 characters allowed)*
88	**INELIGIBLE PRODUCTS (NOT E-RATE ELIGIBLE)**
89	**Ineligible Products (Not E-Rate Eligible). If not applicable, specify "N/A".** List ineligible products, if any. Include cost in line item tab. *(Required: Maximum 4000 characters allowed)*
90	**KEY PERSONNEL** List the key personnel who will be assigned to this project (e.g., Project Manager, Lead Engineer, Lead Installer).
91	**Staff #1: Name and Title** *(Required: Maximum 1000 characters allowed)*
92	**Staff #1: Job Description** *(Required: Maximum 1000 characters allowed)*
93	**Staff #1: Licenses/Certifications** *(Required: Maximum 1000 characters allowed)*
94	**Staff #1: Years with Firm** *(Required: Maximum 1000 characters allowed)*

95	**Staff #1: Years in Industry** *(Required: Maximum 1000 characters allowed)*
96	**Staff #1: Specify Employee's Experience with School Districts in Texas** *(Required: Maximum 4000 characters allowed)*
97	**Staff #2: Name and Title** *(Required: Maximum 1000 characters allowed)*
98	**Staff #2: Job Description** *(Required: Maximum 1000 characters allowed)*
99	**Staff #2: Licenses/Certifications** *(Required: Maximum 1000 characters allowed)*
100	**Staff #2: Years with Firm** *(Required: Maximum 1000 characters allowed)*
101	**Staff #2: Years in Industry** *(Required: Maximum 1000 characters allowed)*

102	**Staff #2: Specify Employee's Experience with School Districts in Texas** *(Required: Maximum 4000 characters allowed)*
103	**Staff #3: Name and Title** *(Required: Maximum 1000 characters allowed)*
104	**Staff #3: Job Description** *(Required: Maximum 1000 characters allowed)*
105	**Staff #3: Licenses/Certifications** *(Required: Maximum 1000 characters allowed)*
106	**Staff #3: Years with Firm** *(Required: Maximum 1000 characters allowed)*
107	**Staff #3: Years in Industry** *(Required: Maximum 1000 characters allowed)*
108	**Staff #3: Specify Employee's Experience with School Districts in Texas** *(Required: Maximum 4000 characters allowed)*

109	**Staff #4: Name and Title** *(Required: Maximum 1000 characters allowed)*
110	**Staff #4: Job Description** *(Required: Maximum 1000 characters allowed)*
111	**Staff #4: Licenses/Certifications** *(Required: Maximum 1000 characters allowed)*
112	**Staff #4: Years with Firm** *(Required: Maximum 1000 characters allowed)*
113	**Staff #4: Years in Industry** *(Required: Maximum 1000 characters allowed)*
114	**Staff #4: Specify Employee's Experience with School Districts in Texas** *(Required: Maximum 4000 characters allowed)*

Bid Lines

1	**E-RATE ELIGIBLE PRODUCTS**
2	**Package Header** **On-Premise Basic Terminating Equipment (OPBTE) (Internet Edge Routers, Dark Fiber Optics, 84-month Routing Subscription)**

Quantity: 1 UOM: EA Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Items

2.1 Secure Router Base Chassis for Data Center 1 & Data Center 2, Cisco Catalyst 8500 (C8570-G2 or equal). Post-Quantum Cryptography (PQC) Ready, Live Protect (Zero-Reboot Vulnerability Shielding).

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

2.2 Power Supply 750W AC (2 per chassis for dual-feed fault tolerance) (PWR-CH1-750WACR or equal)
(Response required)

Quantity: 4 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

2.3 AC Power Cord North America C13 NEMA 5-15P 2.1m (CAB-AC or equal)

(Response required)

Quantity: 4 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

2.4 System Memory Module, 32GB DRAM, for C8570-G2 (MEM-C85G2-32GB or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

2.5 Storage Module, 480GB Solid State Drive (SSD) (SSD-C85G2-480GB or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

2.6 Rack Mount Accessory Kit, 19-Inch, for C8570-G2 (C85G2-ACCKIT-19 or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

2.7 RFID Tag for Router Asset Management (C-RFID-NONE or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

2.8 Cisco OS Essentials Perpetual Licenses (R-OS-XL-E or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

2.9 Universal Cisco IOS XE Autonomous Images (IOSXE-AUTO-MODE) (SC85G2UK9-1718 or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

2.10 Network Plug-n-Play Connect License for Router Onboarding (NETWORK-PNP-LIC or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

2.11 ThousandEyes Agent for IOS-XE Enterprise Network Monitoring (TE-R-SW or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

2.12 Transceiver, QSFP 40GBASE-LR4 Single-Mode 10km LC Transceiver (Dark Fiber Termination) (QSFP-40G-LR4-S= or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

2.13 Cisco Secure Routing Subscription Package, 84-Month (Includes LIC-R-OP-CC & LIC-ROS-XL-A) (CISCO-ROUT-SUB or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Supplier Notes:

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

3 Package Header

Internal Connections (Core Switching & Transit Optics) (Datacenter Core Switches, Multi-Mode BiDi Optics & 60-Month Networking Subscriptions)

Quantity: 1 UOM: EA Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Items

3.1 Cisco Catalyst 9550 24x25/50G + 4x100G / 2x400G Core Switch (C9550-24L4CD or equal). Post-Quantum Cryptography (PQC) Ready, Live Protect (Zero-Reboot Vulnerability Shielding).
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

3.2 750W AC Primary Power Supply Unit for C9550 (C9K-PWR-750WAC or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.3 750W AC Redundant Power Supply Unit for C9550 (C9K-PWR-750WAC/2 or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.4 Power Cable, AC Type A, North America (CAB-TA-NA or equal)

(Response required)

Quantity: 4 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.5 Cooling Fan Module, Front-to-Back Port-Side Intake (C9550-FAN-1U-R or equal)

(Response required)

Quantity: 10 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.6 Blank SSD Slot Cover for C9550 1U Chassis (C9550-SSD-1U-BLANK or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.7 Blank SSD Selection Option (C9550-SSD-NONE or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.8 RFID Tag for Catalyst 9550 Switch Asset Tracking (C9550-RFID or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.9 Cisco C9550 IOS XE K9 Universal Software Image (SC9550UK9-262 or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3.10 Cisco C9550 Advantage Feature License (C9550-OS-ADV or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

3.11 Network Plug-n-Play Connect License for Switch (NETWORK-PNP-LIC or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

3.12 Transceiver, QSFP 40G BiDi Multi-Mode Short-Reach (Core Patching to Firewall & Routers) (QSFP-40G-SR-BD= or equal)
(Response required)

Quantity: 16 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

3.13 Subscription, 60-Month Cisco Networking (Includes SVS-L0SPT-CN & LIC-CS-CO-M-A) (CISCO-NETWORK-SUB or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

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

Supplier Notes:

3.14 Support, 60-Month Standard 8x5xNBD for C9550 Core Switches (CON-L1NBD-C950B4CD or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer: *(Required)*

Manufacturer #: *(Required)*

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4 Package Header

Turnkey Professional Services and Deployment Labor (Onsite Installation, Staging, Dark Fiber Turn-up, BGP Config, Cutover & Warranty)

Quantity: 1 UOM: EA Total: $

Manufacturer: *(Required)*

Manufacturer #: *(Required)*

Supplier Notes:

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

Package Items

4.1 Pre-deployment staging, unpacking, power-on testing, firmware upgrades, and baseline configuration at vendor lab (SVC-STAGE-PREP or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer: *(Required)*

Manufacturer #: *(Required)*

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4.2 Physical installation, dual-feed AC power connection, clean labeling, and rack mounting at Datacenter 1 & 2 (including box/debris removal) (SVC-RACK-CAB or equal)

(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer: *(Required)*

Manufacturer #: *(Required)*

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4.3 Category 1 Leased Dark Fiber WAN link turn-up, optical power level testing, and SM QSFP-40G-LR4-S transceiver verification (SVC-FIBER-TURNUP or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

4.4 Configure BGP peering sessions with ISPs, inter-datacenter path resiliency, route redistribution, and High Availability (HA) failover (SVC-BGP-ROUTING or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

4.5 Production cutover migration execution after 5:00 PM CST / weekend window, multi-homed BGP failover validation & throughput testing (SVC-CUTOVER-MIG or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

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

4.6 1-Year Installation Labor Warranty covering all physical cabling, configuration stability, and turnkey turn-up labor from sign-off date (SVC-WARRANTY-1YR or equal)
(Response required)

Quantity: 2 UOM: EA Price: $ Total: $

Supplier Notes:

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

5 **INELIGIBLE PRODUCTS (NOT ELIGIBLE FOR E-RATE)**

6 Ineligible products cost, if applicable.
(Response required)

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

Manufacturer:
(Required)

Manufacturer #:
(Required)

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification *(Attach separate sheet)*
- ☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature