CLINT INDEPENDENT SCHOOL DISTRICT
THE DISTRICT OF INNOVATION

2627-2-12-34 Addendum 1

E-Rate Clint HS MDF-DR UPS Equipment Refresh

Issue Date: 11/16/2026
Questions Deadline: 12/11/2026 02:00 PM (MT)
Response Deadline: 12/17/2026 02:00 PM (MT)

Contact Information

Contact: Jesus Estrada
Address: Purchasing
14521 Horizon Blvd.
El Paso, TX 79928
Phone: 915 (926) 4094
Fax: 915 (926) 4089
Email: eratebids@clint.net

Event Information

Number:	2627-2-12-34 Addendum 1
Title:	E-Rate Clint HS MDF-DR UPS Equipment Refresh
Type:	Competitive Sealed Proposal
Issue Date:	11/16/2026
Question Deadline:	12/11/2026 02:00 PM (MT)
Response Deadline:	12/17/2026 02:00 PM (MT)
Notes:	Please note the line items are meant to be descriptive, not restrictive, and bids on brands of equivalent nature and quality will be considered. For purposes of describing equivalency, Clint ISD encourages vendors to include a detailed product comparison in your bid submittal, such as an Excel spreadsheet, comparing the specifications for the alternate product proposed vs. the specified product. This spreadsheet or other justification literature can be uploaded prior to bid submittal refer to the "Response Attachments" tab. Failure to provide a detailed product comparison in your bid submittal may result in Clint ISD deeming the alternative product proposed to not be of the same quality of the specified product. If the vendor fails to identify the manufacturer, brand, model, etc. for any item being bid on, Clint ISD will assume the vendor is bidding on the exact brand and model identified in the specifications, and if awarded, the vendor will be required to furnish the exact brand names, model, etc. as specified. After award, substitutions will not be allowed. This is an electronic bid. Although we are legally required to accept paper submittals, we strongly request that bidders submit this response electronically. Electronic submissions will eliminate errors, unnecessary work, and reduce paper. Business Services ATT: Jesus Estrada 14521 Horizon Blvd. Horizon Tx 79928

Ship To Information

Contact: Receiving and Distribution
Address: 311 S. Darrington Rd.
El Paso, TX 79928
Phone: 1 (915) 926-4950
Fax: 1 (915) 852-9808

Billing Information

Address: Accounts Payable Department
14521 Horizon Blvd.
El Paso, TX 79928
Phone: (915) 926-4081
Fax: (915) 926-4089
Email: finapar@clint.net

Bid Attachments

Clint ISD STC - R062025.pdf View Online

Clint ISD STC - R062025

W9 032024.pdf View Online

W9 March 2024

HB 1295.pdf View Online

Certificate of Interested Parties (Form 1295)

HB_89-1.pdf View Online

HB 89 Verification Form

CIQ August 2024.pdf View Online

Conflict of Interest Questionnaire

Pre-Employment Affidavit.pdf View Online

Pre-Employment or Pre-Service Affidavit

2627-2-12-34 E-rate Clint HS MDF-DR UPS Equipment Refresh.pdf View Online

2627-2-12-34 E-rate Clint HS MDF-DR UPS Equipment Refresh

Bid Attributes

1	**Electronic Bidding** Although we are legally required to accept paper bid submittals, we strongly encourage that bidders submit this bid electronically. Electronic bidding will eliminate errors, unnecessary work, and reduce paper. When filing this bid electronically, please do not send us a paper copy as the electronic version will prevail. If you must submit a paper bid, it must be in a sealed envelope and you must write the bid name, bid number and your company name on the outer envelope. Please confirm that you have read and understand this instruction. Facsimile (FAX) copies of the proposal will not be accepted. Please submit paper bids to Clint ISD Att: Jesus Estrada Business Services 14521 Horizon Blvd El Paso Texas 79928 ☐ Acknowledge *(Required: Check if applicable)*
2	**Terms of Contract** The award of this service will be for one year beginning on July 1, 2027 with an option to renew for an additional two one-year terms not to exceed thirty-six months in the aggregate which includes service and product(s), as long as the service and/or products are required to meet the District needs. ☐ Acknowledge *(Required: Check if applicable)*
3	**Questions** All questions regarding this RFP, must be submitted using the QUESTIONS TAB in the system within the bid before the deadline indicated. ☐ Acknowledge *(Required: Check if applicable)*

4	**Reservations - Clint ISD** 1. Specify approximate quantities. 2. Extend the opening date and time. 3. Consider and accept alternate proposals, if specified in the documents, when most advantageous to the School District. 4. Waive as an informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods and services. 5. Waive any minor informality in any proposal or procedure (a minor informality is one that does not affect the competitiveness). 6. Add additional terms or modify existing terms. 7. Reject any proposal because of unbalance unit prices. 8. Reject or cancel any or all proposals. 9. Reissue any proposal; and/or10. Procure any item by other means ☐ Acknowledge *(Required: Check if applicable)*
5	**Non-Appropriations Clause** Any contract for the acquisition, including lease, of real or personal property is a commitment of Clint ISD current revenue only: 1. The district retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract. 2. The contract is conditioned on a best effort attempt by the district to obtain and appropriate funds for payment of the contract. The district, as an entity, may not be held liable for non-funding of a contract caused through no fault of its own. If the District fails to appropriate funds to provide for the annual renewal of a contract, the district may cancel without termination charge. This is provided that the bidder receives at least thirty (30) days written notice of the termination stating the lack of funding as the reason for termination. ☐ Acknowledge *(Required: Check if applicable)*
6	**Open Records** Due to the Freedom of Information Act or Open Records Act, any information that the respondent would like to be kept confidential must be marked accordingly. ☐ Acknowledge *(Required: Check if applicable)*
7	**Prohibition on Lobbying** By checking this box I acknowledge that Clint ISD prohibits lobbying, contact or soliciting School District staff members or members of the Board of Trustees during the selection process. By acknowledging this I also certify that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby School District staff members, members of the Board of Trustees regarding the above mention solicitation from date of first advertisement through final action of this solicitation by the Board of Trustees. ☐ Yes, I acknowledge the prohibition on lobbying. *(Required: Check if applicable)*

8 **Felony Conviction Notice**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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”. By selecting the options detailed you are attesting to the following: A: No, does not apply my firm is publicly held. B: I hereby attest that none of the owners/operators of this company/firm have been convicted of, or are currently charged with a felony. C: This firm is owned or operated by person / s convicted of a felony. If you select this option you must provides the names below or attach a document with the names along with your proposal. Additionally you certify that the information concerning notification of felony convictions has been reviewed by you and that the information is true to the best of your knowledge.

☐ ☐ A. N/A my firm is publicly held. ☐ B. This firm does not employ felons.

☐ C. This firm employs felons, see attached list.

(Required: Check only one)

9 **Felony Conviction Notice Name List**

Please include the names of the persons, employed by you firm, who are convicted felons. If more space is required then please attach a complete list with your submission and reference that document name here.

(Optional: Maximum 4000 characters allowed)

10 **Certification of Residency**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under the Government Code Chapter 2252, Subchapter A. This law makes it necessary for the Clint Independent School District to determine the residency of its bidders. In part, this law reads as follows:
“Section: 2252.001
(3) ‘Non-resident bidder’ refers to a person who is not a resident.
(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
Section: 2252.002
A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

Please include the principal address of your place of business in the space provided.

(Required: Maximum 4000 characters allowed)

11 Acceptance of Standard Terms and Conditions

You must select the option you agree with in the box to the right. If you do not accept the terms and conditions as presented you must detail your exceptions in the space provided, if the space provided is not sufficient you may attach a list of the exceptions with your proposal and note the attachment in the space provided.

☐ Yes, I accept the Terms and Conditions. ☐ No, I do not accept the terms and conditions.

(Required: Check only one)

12 Exceptions to terms and conditions.

(Optional: Maximum 4000 characters allowed)

13 Debarment and Suspension

The District can not enter into a contract with any company that has been debarred or suspended under the terms of Executive Order 12549, “Debarment and Suspension," as described in the Federal Register Rules and Regulations. I hereby certify that my company has not been debarred or suspended.

☐ Company has not been debarred or suspended ☐ Company has been debarred or suspended

(Required: Check only one)

14 Non-Collusion Statement

Do you affirm that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communication by the undersigned nor by the employee or agent to any other person engaged in this type of business prior to the official opening of this bid?

☐ Yes ☐ No

(Required: Check only one)

15 Conflict of Interest Questionnaire (CIQ)

In accordance with Chapter 176 of the Local Government Code, effective January 1, 2006, a person or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the Records Administrator. Each covered person or entity who seeks to or who contracts with the District is responsible for complying with any applicable disclosure requirements. The copy of the CIQ form is provided in the attachments tab.

☐ Yes I have attached a CIQ form

(Required: Check if applicable)

16 Principal Place of Business

Please provide the address of your principal of place of Business

(Required: Maximum 4000 characters allowed)

17 **Number of Employees**

Please provide the number of employees housed in your principal place of business.

(Required: Numbers only)

18 **Pre-Employment Or Pre-Service Affidavit for Educational Entities**

Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) must submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.

☐ Yes, I Acknowledge

(Required: Check only one)

19 **Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either
(1)requires an action or vote by the governing body of the entity or agency before the contract may be signed or
(2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. By acknowledging you are complying the form will be submitted.

☐ Yes, I Acknowledge

(Required: Check only one)

20 **Houe Bill 89 Verification Form**

Texas Government Code Chapter 2270, enacted by HB 89 in the 2017 Texas Legislative session, requires any governmental entity to receive written verification from any company they seek to enter into a contract for goods or services entities regarding the boycotting of Israel. By acknowledging you are complying the form will be submitted.

☐ Yes, I Acknowledge

(Required: Check only one)

21 **SPIN Number**

All E-rate applications will be submitted using the awarded bidders' Service Provider Identification Number (SPIN). All respondents must provide their SPIN numbers as part of this response.

(Required: Maximum 1000 characters allowed)

22 **Green light status with the FCC**

Please attach verification on your "green light" status with the FCC by providing relevant documentation such as information provided by the FCC Red Light Display system for participating in Federal funding programs such as E-rate. By acknowledging you verify the attachment has been provided.

☐ I Acknowledge

(Required: Check if applicable)

23 **E-rate Evaluation Criteria**

The District recognizes the fact that there are very important considerations involved other than cost; and therefore, will not be bound to accept the lowest cost proposal. The following criteria will be considered as part of the weighted factors noted within and to be considered as the proposal that best meets the interest of Clint ISD:

Code	Evaluation Criteria	Points
1	**Pricing [Label As E-1]** Offeror must provide specific price quotes for E-rate eligible products and services. This information will be submitted as part of the CLINT ISD's 471 applications along with the selected offeror's SPIN Number	40
2	**Availability and Quality of Resources [Label As E-2]** CLINT ISD is seeking (an) E-rate Offeror(s) that has the depth and quality of resources necessary to complete all phases of a broad technology and service project. · In addition, the timely availability of these resources and related supported elements will be critical to project success. · Describe the various resources from your company that will be made available to assist CLINT ISD in the execution of its mission in performance of each Scope of Work (SOW).	20
3	**Basic Instruction Plan [Label As E-3]** CLINT ISD recognizes that a Basic Instruction Plan, specifically designed to meet the needs of technology implementation and ongoing support are critical. Describe how your company would implement an effective basic instruction plan for CLINT ISD for E-rate eligible services as defined in the current Eligible Services List of the Schools and Libraries Support Mechanism document. Include a description of the training materials or training manual that would be produced and provided to CLINT ISD as it pertains to your response.	5
4	**Project Management and Coordination [Label As E-4]** CLINT ISD requires a project coordination function as part of the services delivered by the Offeror(s). Offeror(s) must describe their competencies to manage and coordinate project activities, resources, and communications in a potential multi-Offeror environment. Describe how you manage project components among multiple Offerors and the District, in a complex environment. Offeror(s) must address their capabilities in areas to include, but not limited to: · Project planning and communications · Quality assurance procedures · Project coordination experience with school districts · Project completion criteria	10
5	**Technology Solutions - SOW's [Label As E-5]** CLINT ISD requires a network that will continue to provide the District with a modern, efficient, and reliable network to support data, voice, and video information transfer capabilities within all District buildings. Reliability and high performance are key requirements of this networking plan, as the CLINT ISD network continues to grow and support the technology needs of the future. Describe in detail how your company will clearly support the CLINT ISD in implementing proven technology solutions as defined in your scope of work (SOW) responses that support the requirements of this CSP.	10
6	**Vendor Reputation [Label As E-6]** CLINT ISD has also determined that a company's background, experience, and financial stability are essential for the success of a relationship with its selected Offeror(s). Offerors responding to this CSP should include information about their company's experiences to include past E-rate projects, financial stability, quality of services and products, satisfaction of their clients, and their commitment to the K-12 educational environment. A minimum of three (3) references must be provided. Preferred references would be other school districts in the State of Texas. References should include details on the scope of work (SOW) performed. Describe in detail how your business, as an eligible E-rate service provider, supports the most current Federal Communications Commission (FCC) regulations governing the Schools and Libraries Universal Service Support Mechanism.	10
	Past Relationship [Label As E-7]	

7	CLINT ISD has also determined that a company's history with the district is also essential for the success of a relationship with its selected Offeror(s). Offerors responding to this CSP should include information about their company's previous experience with CLINT ISD.	5
	Total	**100**

☐ Acknowledged and Understood
(Required: Check if applicable)

24

Education Department General Administrative Guidelines ("EDGAR")

Clint Independent School District ("CISD") is in the process of ensuring that all vendors and cooperatives are compliant with the policies and procedures involving the expenditure of federal funds as defined in the Education Department General Administrative Guidelines ("EDGAR"). Part this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return it to the CISD Purchasing Department to become compliant.

The following certifications and provisions are required and apply when CISD expends federal funds for any contract resulting from this
procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the District and the District's
subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable

25

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

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

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

☐ Agree
(Required: Check if applicable)

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

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

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

☐ Agree
(Required: Check if applicable)

27	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200** (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 CISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein. ☐ Agree *(Required: Check if applicable)*
28	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200** (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when CISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions. ☐ Agree *(Required: Check if applicable)*

29	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200** (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U. S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when CISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by CISD resulting from this procurement process. ☐ Agree *(Required: Check if applicable)*
30	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200** (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when federal funds are expended by CISD, the vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above. ☐ Agree *(Required: Check if applicable)*
31	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200** (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 CISD, the vendor certifies that during the term of an award for all contracts by CISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above. ☐ Agree *(Required: Check if applicable)*

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

(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 CISD, the vendor certifies that during the term of an award for all contracts by CISD 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.

☐ Agree
(Required: Check if applicable)

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

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

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

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

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

☐ Agree
(Required: Check if applicable)

34	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200** (J) Procurement of Recovered Materials—For purchases utilizing federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. ☐ Agree *(Required: Check if applicable)*
35	**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS** When federal funds are expended by CISD for any contract resulting from this procurement process, 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 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. ☐ Agree *(Required: Check if applicable)*
36	**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT** When CISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☐ Agree *(Required: Check if applicable)*
37	**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS** Vendor certifies that Vendor 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. ☐ Agree *(Required: Check if applicable)*
38	**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337** Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. ☐ Agree *(Required: Check if applicable)*

39 **CERTIFICATION OF DOMENSTIC PREFERENCES FOR DOCUMENTS - 2 CFR § 200.322**

As appropriate and to the extent consistent with law, the vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag 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, class, including optical fiber, and lumber.

☐ Agree
(Required: Check if applicable)

40 **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT- 2 CFR § 200.216**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

(a) District is prohibited from obligating or expending 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 critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) 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).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) 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.

☐ Agree
(Required: Check if applicable)

41 **CERTIFICATION FOR BUY AMERICAN PROVISOINS (FOOD)**

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). “Substantially” is defined as 51% or more of the final processed product consists of agricultural commodities grown domestically. District requires that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us. Invoices must state that all food products will meet the Buy American provisions. Failure to comply with these requirements may be means for non-award. Documentation demonstrating product meets the Buy American Provision must be provided to the District.

☐ Agree ☐ Not Agree ☐ Not Applicable
(Required: Check only one)

42	**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS** Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions to include requirements set forth under the Davis-Bacon labor standards. ☐ Agree *(Required: Check if applicable)*

43	**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY PROVISION** As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidder must complete and submit with the bid the following affidavit: I, the undersigned vendor do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract. ☐ Agree *(Required: Check if applicable)*

44	**CERTIFICATION OF NON-COLLUSION STATEMENT** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. ☐ Agree *(Required: Check if applicable)*

45	**REQUIRED CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS CFR TITLE 29 SUBTITLE A PART 5 (REQUIRED FOR ALL CONSTRUCTION RELATED PROJECTS)** Davis-Bacon and Related Provisions and Procedures (29 CFR 5.5, (a) (1) (i)), require by insertion to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of public building or public work, or building or work financed in whole or in part from Federal funds or in a accordance with guarantees of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced within 29 CFR 5.1 with reference to listing of the laws requiring Davis-Bacon labor standards provisions at http://www.dol.gov/agencies/whd/government-contracts. The standards provisions include compliance with minimum wage rates and fringe benefits ; withholding requirements; maintain records as required by these provisions along with certified payroll requirements accordingly, frequently recurring classifications, conformance, and subcontractor requirements. ☐ AGREE *(Required: Check if applicable)*

Bid Lines

1	The Clint Independent School District is soliciting proposals for an Uninterruptible Power Supply (UPS) solution to include installation services for Clint High School Main Distribution Facility (MDF) and Disaster Recovery Site locations. The existing Uninterruptible Power Supply (UPS) systems are at the end of their life, failing, and need to be replaced. The vendor proposed solution shall include the installation, configuration, testing, and complete deployment of such a system as a turnkey solution. *(Response required)* Price: $ Total: $ Item Notes: **Please attach a detail pricing breakdown sheet to your proposal.** **Add Grand Total – As per the pricing proposal breakdown on this line item** 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