REQUEST FOR PROPOSALS
RFP No. 2026.1028
Orange Grove Independent School District
E-Rate Funding Year (FY) 2027-2028
Network Switches and Wireless Access Points

Interim Superintendent: Ernest Henderson

MANDATORY WALKTHROUGH

January 4, 2027 at 10:00 AM

PROPOSAL DUE DATE:

January 28, 2027 No Later Than 2:00 PM

PROPOSAL OPENING

January 28, 2027 at 2:00 PM

Orange Grove ISD Administration Building

504 South Dibrell Street
Orange Grove, TX 78372

1.0 General Information:

The Orange Grove Independent School District (the "District" or "Orange Grove ISD") is soliciting sealed proposals for network upgrades including switches and wireless access points. See Section 8.0 for details. This Request for Proposals ("RFP") states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the Orange Grove Independent School District intends to govern the relationship between it and the selected Vendor.

The following instructions by the District are intended to provide a fair and equal opportunity for all Proposers to participate in the proposal process, to provide a specific set of criteria upon which Proposers will be evaluated, and to provide notice of the District's business and service requirements. This proposal is governed by the Texas Education Code ("TEC"), Texas Government Code, other applicable Texas state statutes, federal statutes, E-Rate rules and regulations, local ordinances and regulatory requirements, and the District's Board Policy.

The District selects the following person as the District's representative for this RFP ("District Representative"):

Name: Bailey Rode
Title: Technology Director, Orange Grove ISD
Email: brode@ogisd.net

Proposals are due no later than January 28, 2027 at 2:00 PM

Sealed Proposals may be hand delivered to the District Administrative Offices located at 504 South Dibrell Street, Orange Grove, TX 78372.

Sealed Proposals may be mailed to:

Orange Grove Independent School District
Attention: Bailey Rode, Technology Director
P.O. Box 534 / 504 South Dibrell Street, Orange Grove, TX 78372
Envelope must be clearly labeled with the following information:
Name of Proposer
Address of Proposer
FY2027 Erate Proposal
Proposal Due Date

EMAILED PROPOSALS WILL NOT BE ACCEPTED.
FAXED PROPOSALS WILL NOT BE ACCEPTED.

Mandatory Walkthrough

All vendors who wish to bid on this project must attend a walkthrough on January 4, 2027 at 10:00 AM. Vendors will meet Bailey Rode at the Orange Grove ISD Board Room located at 203 Bulldog Lane,

Orange Grove, TX. For questions about the walkthrough please contact Bailey Rode at brode@ogisd.net or by phone at (361) 384-2495 EXT. 1605.

1.1 Communication with the Orange Grove Independent School District: It is the responsibility of the proposer to inquire about any requirements of this RFP that are not understood. Inquiries and any form of communication related to the RFP must be submitted to the District Representative by email to brode@ogisd.net and answers will be posted online at https://tinyurl.com/d6ch5r3j. The deadline for submitting questions is **January 12, 2027 by 4:00 PM**. Responses to the questions will be posted in the USAC E-Rate Productivity Center ("EPC") by January 13, 2027. The Orange Grove Independent School District will not be bound by oral responses to inquiries or written responses other than the official responses posted as provided herein. Failure to direct all inquiries and questions to the District Representative may be grounds for disqualification.

1.2 Proposal Format and Requirements: Vendor's proposal shall include the following items in the following sequence:

A. Felony Conviction Notification: Complete, sign and submit the Felony Conviction Notification Form, RFP Exhibit A.

B. Acknowledgement Form Non-Collusion Statement: Complete and submit the Acknowledgement Form Non-Collusion Statement, RFP Exhibit B.

C. Conflict of Interest Questionnaire: Complete and submit the Conflict of Interest Questionnaire required by Chapter 176 of the Texas Local Government Code. Persons who seek to contract for the sale or purchase of property, goods, or services with the District are required to file a completed Conflict of Interest Questionnaire (CIQ) with the District. The CIQ form is available on the District's website or from the Tex. Ethics Commission website at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. Please consult your own legal advisor if you have questions regarding the statute or form.

D. Disclosure of Interested Parties: Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a Contractor, using the form and procedure established by the Texas Ethics Commission, at the same time it submits the signed Contract, if the Contract award requires action or a vote by the Board of Trustees or the value of the Contract awarded as a result of the solicitation is at least One Million Dollars ($1,000,000.00). The form requires disclosure of any "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury. A copy of Form 1295 and further information about the process required is attached hereto as RFP Exhibit C. By submission of its Response to the RFP, Vendor agrees that upon Contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code. Note: The form attached as RFP Exhibit C may only be filed electronically and is attached to this RFP for reference only. Please consult your own legal advisor if you have questions regarding the statute or form.

E. Education Department General Administrative Regulations: This project will be funded using federal funds. Review and acknowledge the Education Department General Administrative Regulations, RFP Exhibit D.
F. EDGAR Certifications: This project will be funded using federal funds. Complete, sign and submit the EDGAR Certifications, RFP Exhibit E.
G. Acknowledgement of Addenda: Complete, sign and submit the Acknowledgement of Addendums, RFP Exhibit F. This form is required ONLY if an addendum is issued for this RFP.
H. IRS Form W-9: Complete and submit IRS Form W-9, attached as RFP Exhibit G.
I. Signature Page: Complete, sign and submit Signature Page and Declaration of Compliance, RFP Exhibit H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

1.3 Award of Proposal: Orange Grove ISD Board of Trustees reserves the right to award this proposal on an item-by-item basis or a group of items. Orange Grove ISD reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Orange Grove ISD will conduct a comprehensive, fair and impartial evaluation of all Proposals and will analyze each Proposal to determine overall responsiveness and completeness. The District, in its sole discretion, may deem a Proposal non-responsive if Proposer fails to comply with the instructions in this RFP or submits an incomplete Proposal. The District may, in its sole discretion, disqualify non-responsive proposals from further evaluation.

1.4 Confidentiality: The information contained in proposals submitted for Orange Grove ISD's consideration will be considered confidential to the extent allowed by law until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made, unless pursuant to an exception authorized under the Texas Public Information Act, Texas Government Code Chapter 552 (the "Act"). Some of the information in your Proposal may contain commercial or financial information which you consider confidential, a trade secret, proprietary, or of a nature which you believe will cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect some or all of this information in the event a proper request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your Response, is properly marked prior to submission, in a manner most likely to effectively identify information you believe to be exempt from disclosure and preserve your rights.

In the event that the District receives a proper request for disclosure of public information under the Act in connection with this RFP or any non-public information in its custody or control, and the District has a reasonable basis to believe the information may be considered confidential under the Act or other law, involves a person's privacy interests, constitutes a trade secret, confidential commercial, financial or proprietary information, economic development or investment information which may fall within one of the exceptions to disclosure under the Act, the District will decline to release the information for the purpose of requesting an attorney general decision, make a good faith attempt to provide notice to

the Proposer of the request, and comply with the other procedural requirements of Section 552.305 of the Texas Government Code. Under no circumstances shall the District be obligated to submit any argument or reasons why the information should be withheld or released, or raise any objection to release on behalf of the Proposer. Proposer understands and agrees that it shall be solely responsible for submitting arguments and information to the Attorney General on its own behalf, to monitor such proceedings and make timely filings. Some of the information requested during the E-Rate Program Integrity Assurance review could be considered by the Vendor to be proprietary or sensitive commercial and financial information. Certain information may be protected from public disclosure as trade secrets and commercial or financial information under the Federal Communication Commission's ("FCC") rules at 47 C.F.R. § 0.457(d). If you believe this rule does not provide adequate protection, you may request that information and documentation provided be protected from public disclosure or inspection through 47 C.F.R. § 0.459. Vendors requesting confidential treatment under 47 C.F.R. § 0.459 should submit a letter with their proposal outlining the reasons for why the designated information should be withheld from public inspection. The request should include the following:

- A statement of the reasons for withholding the information from public inspection;
- Identification of the specific information for which confidential treatment is sought;
- Explanation of the degree to which the information is commercial or financial, or contains trade secrets or is privileged;
- Explanation for how disclosure of the information could result in competitive harm;
- Identification of any measures the party has taken to prevent unauthorized disclosure;
- Identification of whether the information is already available to the public and the extent of any previous disclosure.

1.5 Costs of Preparation: Each proposer assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.6 Debarment: Submission of a signed proposal in response to this solicitation is certification that the proposer (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency including, but not limited to the FCC and USAC. Submission is also an agreement that proposer will notify Orange Grove ISD in writing of any change in this status.

1.7 Proposal Understanding: By submitting a proposal, the proposer agrees and assures that the specifications are adequate, and the proposer accepts the terms and conditions herein. Any exceptions or deviations should be specifically noted in the proposal.

1.8 Proposal Validity: Unless otherwise specified, all proposals shall be valid for 180 days after the due date of the proposal.

2.0 General Terms and Conditions:

2.1 Contract Documents: The District will enter into a written agreement with the awarded vendor, which may incorporate by reference the terms of this RFP, the signed proposal submitted

by the vendor, the specifications including all modifications thereof, all of which may be referred to collectively as the Contract Documents.

2.2 Contract Administration: If the vendor needs clarification of, or deviation from the terms of the contract, it is the vendor's responsibility to obtain written clarification or approval from Bailey Rode, Technology Director, Orange Grove Independent School District, 504 South Dibrell Street, Orange Grove, TX, e-mail: brode@ogisd.net.

2.3 Litigation: The resulting Contract and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. The vendor agrees that any litigation action or proceeding arising out of any resulting Contract shall be instituted in a state court located in the State of Texas, Jim Wells County.

2.4 Tax Exemption: The Orange Grove Independent School District is a governmental entity and is exempt from the payment of Federal Excise Taxes on articles not for resale, the Federal Transportation Tax on all shipments, and state sales tax. The proposals shall not include any taxes for which the District is exempt. The District will provide exemption certificates upon request.

2.5 Equal Opportunity: As part of any resulting contract, the vendor and all subcontractors agree, consistent with Orange Grove ISD Board policy, not to discriminate on any grounds protected by state or federal law.

2.6 Independent Contractor: Whether the vendor is a corporation, partnership or other legal entity, the vendor is an independent vendor. The manner in which services are performed shall be controlled by the vendor, however, the nature of the services and the results to be achieved shall be specified by the Orange Grove Independent School District. The vendor is not to be deemed an employee or agent of Orange Grove ISD and has no authority to make any binding commitments or obligations on behalf of Orange Grove ISD except as expressly provided herein.

2.7 Indemnification: THE VENDOR AGREES TO BE RESPONSIBLE FOR, AND TO PROTECT, HOLD HARMLESS, AND INDEMNIFY ORANGE GROVE ISD AND ITS EMPLOYEES FROM AND AGAINST ALL LOSS, DAMAGE, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES) SUFFERED OR SUSTAINED BY ORANGE GROVE ISD OR FOR WHICH ORANGE GROVE ISD MAY BE HELD OR BECOME LIABLE BY REASON OF INJURY (INCLUDING DEATH) TO PERSONS OR PROPERTY OR OTHER CAUSES WHATSOEVER, IN CONNECTION WITH THE OPERATIONS OF THE VENDOR OR ANY SUBCONTRACTOR UNDER THIS AGREEMENT.

2.8 Quantities: The quantities shown on this request are based on estimated needs. Orange Grove ISD reserves the right to adjust quantities up or down to meet actual needs.

2.9 Payment: It is the District's desire to use **Service Provider Invoicing ("SPI")** for all services and equipment related to this RFP. If a vendor is unable or unwilling to provide Service Provider Invoicing,

the vendor must notify the District in their response to this RFP. Payment of the undiscounted portion of the project will be made upon receipt of a correct invoice for goods and/or services that have been delivered, installed and accepted by the District. A vendor may submit an invoice for partial installation. All materials must be installed, inspected and approved by Orange Grove ISD prior to final payment. If materials are damaged during installation, the vendor must replace the product with like product prior to final payment.

2.10 Cancellation: Orange Grove ISD reserves the right to cancel any resulting contract without pecuniary risk or penalty upon thirty (30) day's written notice of the District's intent to terminate. If at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of any resulting contract, Orange Grove ISD reserves the right to terminate the contract upon thirty days advance written notification of the District's intent to terminate.

2.11 Texas Government Code Chapter 2270: Pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.

2.12 Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the District that the Vendor does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.

2.13 Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, if the contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the District that the Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.

2.14 Texas Government Code Chapter 2252: In compliance with Chapter 2252 of the Texas Government Code, Vendor certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Vendor also certifies that for the length of any resulting contract with the District, Vendor will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

2.15 Texas Government Code Chapters 2253. In compliance with Chapter 2253 of the Texas Government Code, Vendor certifies that it is not an abortion provider nor an affiliate of an abortion provider.

3.0 Insurance:

3.1 Liability Insurance: Any contract resulting from this RFP will, of necessity, include the following, or provisions which are substantially similar to address the issues raised by the specific circumstances of the Contract.

A. The Vendor shall provide and maintain in effect during the performance of the services under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated below:

Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Service Provider's employment of workers and anyone for whom Service Provider shall be liable for Worker's Compensation claims.
Employer's Liability	$1,000,000.00

B. The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued and rated no less than A-VII in the most current edition of Best's Rating Manual at all times during the term of this Agreement.

C. The Commercial General Liability and Automobile policies issued in the name of Vendor shall also name the District as additional insured. Evidence of additional insured status will be provided to District by providing a copy of the endorsement being utilized to effect the addition and shall be subject to the District's reasonable approval.

D. It is the intent of the parties to this Agreement that the General Liability coverage provided herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

E. Vendor shall have its insurance carrier(s) furnish to District insurance certificates in form satisfactory to District at a minimum specifying the types and amounts of coverage in effect and listing all exclusions and limitations added by endorsement to the general liability insurance coverage, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the work is in progress without thirty (30) calendar days prior written notice to District, and a statement that, except for professional liability insurance, the District is named as additional insured. Vendor shall permit District to examine the insurance policies, or at District's option Vendor shall furnish District with copies, certified by the carrier(s), of insurance policies required. If Vendor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, District may, but shall not be obligated to, procure such insurance at Vendor's expense.

F. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Vendor shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Vendor knows of said change in advance, or ten (10) days' notice after the change, if the Vendor did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance.

G. If Vendor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Vendor to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

H. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

4.0 Evaluation Process:

4.1 Evaluation Criteria

Orange Grove ISD will award the contract to the responsible service provider who best meets the needs of the District, applying the best value concept. Evaluation Criteria will include:

Criteria	Weighted Value
1. Purchase price of Erate eligible goods and services.	1. 35%
2. The reputation of the vendor and of the vendor's goods and services.	2. 15%
3. The quality of the vendor's goods or services.	3. 10%
4. The extent to which the goods or services meet the District's needs.	4. 5%
5. The vendor's past relationship with the District.	5. 5%
6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses (Not Applicable).	6. 5%
7. The total long-term cost to the District to acquire the goods or services.	7. 5%
8. Any E-Rate ineligible services.	8. 20%

4.2 Disqualification Criteria

The following criteria will be used by the District to disqualify a proposal.

- Proposals submitted after the due date
- Proposals submitted via fax or e-mail
- Absence of valid Service Provider Identification Number ("SPIN")
- Absence of current FCC Form 473, Service Provider Annual Certification ("SPAC") on file with USAC/SLD (Universal Service Administrative Company/Schools and Libraries Division).
- FCDC Red-Light Status of Red
- Failure to acknowledge any addendum
- Contact with anyone other than the District Representative including, but not limited to, other District personnel, the District's Administration, or Board of Trustees.

4.3 Default Conditions:

If the contracted service provider breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of

creditors, Orange Grove ISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate the contract with five days written notice to the service provider.

Orange Grove ISD will then be relieved of all obligations, except to pay the value of the service provider's prior performance (not exceeding the contract rate). The service provider will be liable to Orange Grove ISD for all costs exceeding the contract price that Orange Grove ISD incurs in completing or procuring the service as described in the contract. Orange Grove ISD's right to require strict performance of any obligation in the contract will not be affected by any previous waiver, forbearance or course of dealing.

5.0 E-Rate Contract Terms

5.1 Any resulting contract may be subject to Orange Grove ISD receiving E-Rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate 2027 funding year ending June 30, 2028 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

A. The Vendor must be in good standing with the FCC and have no debts outstanding that are owed to the FCC and must not be on Red Light Status. The Vendor must immediately notify the District in any event that the Vendor is put on Red Light Status by the FCC and must take immediate measures to resolve and remove its Red Light Status. Vendor's Red Light Status constitutes a material breach of any resulting contract and the District reserves the right to terminate the Agreement immediately and without incurring any termination charges.

B. The Vendor must obtain a valid E-rate SPIN number (Service Provider Identification Number), and must provide that SPIN in the Proposal submitted in response to this RFP. If a Vendor does not currently have a SPIN but would like to apply for one, the Vendor must submit a completed FCC Form 498 to the E-rate program administrator, the Schools and Libraries Division of the Universal Service Administrative Company ("SLD"). The form is available on the SLD's website at: www.usac.org/sl in the Forms section. If the Vendor is unable to obtain a SPIN before the deadline for responding to this RFP, the Vendor may attach its completed FCC Form 498 and proof that the form was submitted to the SLD (for example, Postal Form 3817 or a copy of the envelope bearing the postmark date of the mailing of the form; or email confirmation, etc.).

C. The Vendor must agree to timely submit to the SLD a completed Form 473, Service Provider Annual Certification Form, which is a program requirement. The Vendor must also agree to provide a copy of the completed Form 473 to the District upon

request. This form is available on the SLD's website at www.usac.org/sl in the Forms section.

D. The Vendor must register with the FCC and obtain a FCC registration number. See https://apps.fcc.gov/coresWeb/publicHome.do for more information about this requirement.

E. The Vendor must separately itemize the cost of E-rate eligible and ineligible products and/or services on its invoices. To determine what items are eligible, visit the E-rate Eligible Services List at: http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx or call the SLD at 888-203-8100. This requirement applies to services provided to E-rate eligible facilities (K-12 schools) and other District facilities that are not eligible for E-rate. The Vendor must provide unit pricing to enable the District to compute the bid price of services provided to schools.

F. Vendors must agree to comply with the FCC's Lowest Corresponding Price ("LCP") rule and not charge a price above the LCP for E-rate eligible services. See 47 C.F.R. Section 54.511 and 47 CFR Section 54.500(f). The Vendor is obligated to provide the LCP not just in their proposal, but throughout the course of any resulting contract. The contract is required to contain a process for annual LCP compliance. Vendors may refer to USAC guidance at https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/ for additional information.

G. The Vendor must agree to retain copies of all bills and any other records such as work orders, change orders and request for price quotes, issued to the District for 10 years from the end of each fiscal year that this contract is in effect, and to provide copies of these documents to the District upon request. These records may be stored electronically and paper copies are not required to be retained.

H. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.

I. Once a funding commitment decision letter has been issued, the maximum percentage Orange Grove ISD will be liable for is the pre-discount amount minus the E-Rate funded amount.

J. No Category 2 installation work can take place before April 1, 2027. Category 2 generally includes: Internal Connections, Managed Internal Broadband Services, and Basic Maintenance of Internal Connection, see:

https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/.

K. In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within three (3) calendar days to questions associated with their proposal(s) or contract(s).

L. Orange Grove ISD reserves the right, but not the obligation, to fund, or partially fund (proceed with project or purchase) regardless of E-Rate approval.

8.0 Scope of Work

Wireless Access Points

1. Overview & Baseline Scope

The District is seeking proposals for the purchase, physical installation, and initial configuration of **one hundred seventy nine (179)** enterprise-grade Wi-Fi 7 (802.11be) wireless access points. (Reference: HPE Aruba Networking AP-725 (US) Tri Radio 2x2 Wi-Fi 7 Internal Antennas Campus Access Point or functional equivalent). Bids must include all required mounting hardware, accessories, and system or cloud management licensing necessary for complete integration into the District's network.

2. Coverage Recommendations

It is the District's belief that 179 access points will provide adequate coverage. However, bidders are encouraged to provide their own quantity and design recommendations based on their specific equipment capabilities.

- Campus floor plans and maps will be provided at the walkthrough. Please see page 2 for mandatory walkthrough details.
- Any recommended variance from the baseline count of 179 APs must be explicitly itemized with technical justification in the bid response.

3. Deliverables & Services Required

The awarded vendor must provide complete turnkey implementation, including:

- **Hardware & Accessories:** APs, mounting brackets, and all internal/external mounting hardware.
- **Licensing:** System, OS, or cloud management licenses for a **5-Year** operational period.
- **Deployment Services:** Physical mounting, connection, adoption into the wireless controller/management console, initial configuration, and verification testing.

4. Infrastructure Dependencies

Please note that seven (7) or more access points will require new Cat6A cabling. The remainder will be installed on existing cabling. Specifications and requirements for cable runs are detailed in the **"Structured Cabling Infrastructures"** section below.

Structured Cabling Infrastructure (Category 6A)

1. **Core Scope:** The District is requesting itemized proposals for the turnkey installation of seven **(7) or more Category 6A (Cat-6A) network drops** across designated District facilities.
2. **Material & Labor Inclusions:** Proposals must cover all necessary materials, pathways, termination, labeling, patch panels, equipment room patch cables, and installation labor needed to provide complete, functional connectivity from network closets to wall outlets/mounting locations.
3. **Itemized Pricing & E-Rate Cost Allocation:** To comply with E-Rate Category 2 invoicing standards and accommodate adjustments to total drop counts, vendors **must clearly separate material costs and labor costs** in their bid breakdown. Bids must provide:
    - **Unit Material Cost per Drop:** Fixed material cost (cabling, jacks, faceplates, patch panels, rack-side patch cords, pathways).
    - **Unit Labor Cost per Drop:** Fixed installation, termination, labeling, and testing labor cost per drop.
    - **Total Installed Unit Price per Drop:** The combined material and labor rate.
4. The District reserves the right to scale the total number of drops up or down based on E-Rate funding availability using these itemized unit rates.
5. **Standards & Compliance:** All installations must comply with ANSI/TIA-568 standards, local electrical/building codes, and plenum requirements where applicable. Each cable run must be clearly labeled at both ends in accordance with District naming schemes and certified using an industry-standard cable analyzer (Fluke or equivalent) with full digital test results delivered prior to final payment.

Network Switches

1. Project Overview & Scope

The District is seeking competitive bids for Category Two Internal Connections eligible equipment and installation services under the E-Rate program. The project includes the purchase, delivery, installation, baseline configuration, and testing of access switching hardware, along with all required auxiliary equipment, optics, cabling, rack mount hardware, and software licensing.

Vendors must provide equivalent or superior equipment to the specifications listed below. All bids proposing functionally equivalent options ("or equal") must include technical documentation proving interoperability and performance parity with the reference models.

2. Technical Specifications & Requirements

Quantity: Thirty-Three (33) Layer 3 Managed Access Switches (or functional equivalent):

- **Sixteen (16) -** 48-Port 1GbE PoE+ Access Switches — Reference: HPE Aruba Networking CX 6200M 48G (R8Q70A) or functional equivalent
- **Fifteen (15) -** 48-Port Hybrid Multi-Gigabit PoE++ Access Switches (36x 1GbE + 12x 1/2.5/5GbE) — Reference: HPE Aruba Networking CX 6200M 36G 12SR5 (R8Q71A) or functional equivalent
- **Two (2) -** 12-Port Compact 1GbE PoE+ Access Switches — Reference: HPE Aruba Networking CX 6200F 12G (R8Q72A) or functional equivalent

Technical Requirements:

- **Wi-Fi 7 & PoE Support:** The 15 hybrid switches must feature at least 12 IEEE 802.3bz Multi-Gigabit (1/2.5/5GbE) ports with IEEE 802.3bt Class 6 / UPOE (up to 60W per port) to support Wi-Fi 7 access points. All remaining access ports across all 33 switches must support IEEE 802.3at PoE+ (30W per port).
- **Power Supplies & E-Rate Allocation:** Bidders must include required primary power supplies for all modular switches to support a minimum 740W PoE budget per 48-port switch. Any optional secondary/redundant power supplies must be itemized separately with clear E-Rate eligibility/cost-allocation breakdowns per USAC guidelines.
- **Stacking Architecture:** Must support up to 8-member logical stacking via front-panel VSF or dedicated hardware stacking (e.g., StackWise or equivalent), including all necessary stacking cables, transceivers, or stacking kit modules for co-located switches.
- **Uplinks & Optics:** Minimum four (4) 10GbE SFP+ uplink ports on all 48-port models and minimum two (2) 10GbE SFP+ uplink ports on 12-port models, populated with compatible 10GbE SFP+ transceivers as required.

Auxiliary Equipment, Cabling, & Optics

All proposals must include all necessary ancillary hardware required to achieve a fully operational, end-to-end network environment:

- **Optics/Transceivers:** Compatible 10GbE SFP+ optical transceivers (single-mode or multi-mode, depending on existing infrastructure drops) for core-to-access links.

- **Patching & Cabling:** Category 6A Ethernet patch cables for access ports and WAP drops; high-density fiber patch cables for switch uplinks.
- **Physical Infrastructure:** 19-inch rack-mount hardware (and wall/surface-mount brackets for compact 12-port models where required by site layout).
- **Licensing & Software:** The proposal must include all foundational Right-to-Use (RTU) software, operating system licenses, and baseline management platform licenses (or equivalent/superior tiers) required to operate, configure, and maintain the requested equipment for an initial deployment term of 5 years. Bidders must explicitly identify all software license tiers included in their response and separate any non-eligible advanced software features via standard USAC cost allocation guidelines."

3. Scope of Work (Services)

The selected vendor will be responsible for:

1. **Delivery & Unpacking:** Staging equipment at designated district facility locations.
2. **Physical Installation:** Rack-mounting switch units, stacking modules, power supplies, and patch panels cleanly within existing or new racks.
3. **Configuration:** Initial device setup **as applicable to each device role**, including:
    - Management IP configuration, hostname, and administrator access setup
    - VLAN creation, trunking, and Spanning Tree Protocol (STP / RSTP / MSTP) configuration
    - Layer 2 / Layer 3 routing configuration as needed
    - Stacking / clustering provisioning (access switch stacking or core high-availability, as supported by proposed platform)
    - Power-over-Ethernet (PoE / PoE+ / UPOE) power allocation and port profiling (access switches)
4. **Integration & Testing:** Integration into the district's existing network infrastructure, verifying uplink throughput, verifying full power/data delivery to WAPs and performing failure/redundancy failover tests.
5. **Documentation & Asset Tagging:** Providing serial numbers, asset tags, baseline configuration backups, and port mapping tables upon completion.

4. E-Rate Compliance & Vendor Requirements

- **SPIN Number:** Vendors must provide a valid **Service Provider Identification Number (SPIN)** and maintain an active Status with the Universal Service Administrative Company (USAC).
- **Invoicing:** Vendor must support both **SPI (Form 474)** and **BEAR (Form 472)** invoicing methods at the District's discretion.

- **Cost Allocation:** Bids must explicitly itemize and separate **E-Rate eligible** items/services from any **ineligible** components or license bundles.
- **Itemized Pricing:** Proposals must break down costs per line item, clearly specifying unit pricing, extended pricing, tax/shipping (if applicable), and labor costs.

8.2 Brands:

Brand names that are included in this RFP are for descriptive purposes, to indicate the quality, design and utility desired. These specifications are not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this proposal request. Each proposer shall indicate the manufacturer's name and model number of the brands being proposed.

8.3 Or Equal:

Whenever any materials, apparatus, equipment or process is indicated or specified by patent or proprietary name and/or manufacturer, the name so indicated shall be deemed and constructed to be followed by the words, “or approved equal or greater”. If an “or equal or greater” is proposed, the proposer will specify what brand, grade, model, etc., of any proposed substitute. The proposer must also provide a specification sheet and picture of the proposed product. The proposer shall clearly state any differences on the proposal sheet, not on an attachment of any kind. Orange Grove ISD shall determine if the substitution is an equal or greater product after reviewing these items.

8.4 Substitutions:

Substitutions of brands after the award are not allowed unless prior approval from Orange Grove ISD has been received. Substitutions must be submitted to Orange Grove ISD at least thirty (30) days prior to substitution. If an item is purchased and later discovered not to meet the original specifications, the vendor shall assume all responsibility and make adjustments as required by the District. Vendor acknowledges that no change in the products and/or services specified in this RFP/proposal will be allowed without prior written approval from the District and a USAC service substitution approval.

8.5 Notice: Lowest Corresponding Price

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulations all proposals submitted in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/ for more information on the requirements relating to LCP.

Vendor acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

9.0 Orange Grove ISD Responsibilities

Orange Grove ISD will provide access during the process of the installation to allow the vendor and its employees access to the premises at all reasonable hours or at such hours as the school district and vendor may agree.

If the purchase is being made on an E-rate funded equipment or service and Orange Grove ISD does not receive the full amount of requested E-rate funding, Orange Grove ISD has the discretion to nullify and cancel the contract.

10.0 Vendor's Responsibilities

The vendor must provide all supervision, labor, construction, tools, equipment, hardware, wiring materials as specified, transportation, construction, unloading, inspecting, and inventory. Whenever in the RFP the terms "provide," "furnish," "supply," or "install," etc. can be interpreted as requiring the vendor both to furnish and/or install materials, unless specifically notified that provisioning/installation of the materials will be handled by the District, such tasks will be performed by the vendor.

The vendor will;

- Provide for the installation of all conduits and sleeves through firewalls as required meeting codes,
- Install the wire, cable, and any associated hardware in accordance with the manufacturer's specifications,
- Conduct tests and inspections in the presence of District personnel after installation has been completed in order that the District may be assured that the requirement for the installations are met,
- Promptly correct all defects for which the vendor is responsible, and
- Coordinate all work with the District's designated representative. This representative will be designated at a future date, before the commencement of the installation.

Upon completion of the work each day, the vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor. The vendor will provide the District with complete detailed test results as outlined in this RFP. The test results must be delivered to the District prior to payment. The vendor shall describe and provide a written document of the appropriate product and/or cable plant warranty periods and conditions. Access to buildings with children will occur with proper notification to, and coordination with, Bailey Rode.

RFP EXHIBIT A
ORANGE GROVE INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION DISCLOSURE STATEMENT

Section 44.034, Texas Education Code, 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 has been convicted of a felony. A 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."

This notice is not required of a publicly-held corporation.

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

_____
Vendor's Name

_____
Signature of Authorized Company Official

_____
Authorized Company Official's Name (Please print)

- ❑ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ❑ My firm is not owned or operated by anyone who has been convicted of a felony.
- ❑ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

  Name of Felon(s)_____
  Details of
  Conviction(s)_____
  _____
  _____

RFP EXHIBIT B
ORANGE GROVE INDEPENDENT SCHOOL DISTRICT
Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying

By submission of this bid, the undersigned certifies that:

1. Neither the bidder nor any of bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any bidder, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Orange Grove Independent School District Board of Trustees between bid submission date and award by the Orange Grove Independent School District Board of Trustees.

3. No officer or stockholder of the bidder is a member of the staff, or related to any employee of the Orange Grove Independent School District except as noted herein below:

_____

_____

_____

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

Signature/Title:_____

Printed Name: _____

Date:_____

RFP EXHIBIT C
ORANGE GROVE INDEPENDENT SCHOOL DISTRICT
Disclosure of Interested Parties

Under certain circumstances, the District is required to comply with Texas Government Code, Section 2252.908, Disclosure of Interested Parties. If the District is entering into a contract with a "business entity" (defined below) which requires action by the Board of Trustees or which has a value of the contract is at least $1 million, Section 2252.908, requires the District obtain a Disclosure of Interested Parties Form 1295 from the contracting business entity that, at the time the contract is signed binding the parties. The form requires disclosure of each "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury.

Since the Vendor qualifies as a "business entity" and the contract to be entered for this solicitation is for a value greater than $1 Million or requires action or a vote by the Board of Trustees the selected Vendor will be required complete and submit Form 1295. THE FORM MAY ONLY BE FILED ELECTRONICALLY.

Form 1295 must be submitted on the form promulgated by the Texas Ethics Commission and in compliance with the Commission's rules, at the time the business entity submits the signed contract to the District. The form must be completed electronically and the process for doing so can be found at the Texas Ethics Commission website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The filing process will include:

1. Completing Form 1295 electronically with the Texas Ethics Commission using the online filing application. The portal for completion of Form 1295, instructions for completion and answers to Frequently Asked Questions can be found at the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

2. Printing a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)

3. Having an authorized agent of the business entity sign the form before a notary public.

4. Submitting the completed, signed and notarized Form 1295, showing the certification of filing with your signed contract.

The District will then acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract is executed by the District, binding all parties to the Contract. Within seven (7) business days after receiving acknowledgement from the District the Texas Ethics Commission will post the completed Form 1295 to its website.

A copy of the current Form 1295 is attached hereto for your reference. You are encouraged to contact your own legal counsel with any questions you may have about the process.

The following definitions apply:

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

2. *"Interested Party"* means a person:

   a) who has a *controlling interest* in a Business Entity with whom the District contracts; or

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

3. *"Controlling interest"* means:

a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;

b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

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

a) receives compensation from the business entity for the person's participation;

b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

RFP EXHIBIT D
ORANGE GROVE INDEPENDENT SCHOOL DISTRICT
Federal Terms and Conditions
Education Department General Administrative Regulations (EDGAR)
Contracts under Federal Awards
Terms and Conditions

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by Orange Grove Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

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

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

(B) All contracts in excess of $10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when the DISTRICT expends federal funds, 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, with written notice to vendor, 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. 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 DISTRICT's best interest.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(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 $2,000.00 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 C.F.R. 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 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the DISTRICT 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.

(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 $100,000.00 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 C.F.R. 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 the DISTRICT 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 the DISTRICT resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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 the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 C.F.R. 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain 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 DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000.00 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 for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

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

(J) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) 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 non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending 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 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. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

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

(L) Domestic Preferences for Procurements - §200.322. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

(M) Procurement of Recovered Materials. For all contracts greater than $10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 C.F.R. 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 $10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.00; (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.

Pursuant to the Federal Rule above, when federal funds are expended by the District, 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 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.

(N) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

(O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

(P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

(Q) Certification of Access to Records – 2 C.F.R. § 200.336. Vendor agrees that the District's Inspector General 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.

(R) Copyright. 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.

(S) Certification of Compliance with the Energy Policy and Conservation Act. When DISTRICT 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).

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

(U) 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 - .323.
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.

(V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

(W) The 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. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding $2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2).
10. 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.
11. 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).
12. 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.
13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

RFP EXHIBIT E
ORANGE GROVE INDEPENDENT SCHOOL DISTRICT
EDGAR Certifications

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

The following certifications and provisions are required and shall apply when Orange Grove Independent School District ("OGISD") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by OGISD and the OGISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between OGISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to OGISD along with your proposal:**

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

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(**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 OGISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(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 OGISD 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(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

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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 OGISD 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 OGISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(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.

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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 OGISD, Vendor certifies that during the term of an award for all contracts by OGISD resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal

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entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) 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 non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending 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 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. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by OGISD, Vendor certifies that during the term of an award for all contracts by OGISD resulting from this

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procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(L) §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, OGISD has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

PROCUREMENT OF RECOVERED MATERIALS

Procurement of Recovered Materials – When federal funds are expended, OGISD 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.

Pursuant to the Federal Rule above, when federal funds are expended by the District, 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 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.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by OGISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333.

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Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When OGISD 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).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Vendor agrees that the District or any of its 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Vendor's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative:

By: _____

Date: _____

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RFP EXHIBIT F
ORANGE GROVE INDEPENDENT SCHOOL DISTRICT
ACKNOWLEDGEMENT OF ADDENDA

I, _____, acknowledge receipt of the following Addendums to the Request for Proposals for _____ issued by Orange Grove Independent School District, on behalf of the Vendor listed below:

Addendum No.___. Dated: _____Entitled: _____

Addendum No.___. Dated: _____Entitled: _____

Addendum No.___. Dated: _____Entitled: _____

Vendor's Business Name:_____

Vendor's Representative Signature _____

Vendor's Representative Title _____

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RFP EXHIBIT G
W-9 FORM

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

RFP EXHIBIT H
ORANGE GROVE INDEPENDENT SCHOOL DISTRICT
SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Check (✓) the box that indicates business structure of Vendor

☐ Individual/Sole Proprietorship ☐Partnership or Joint Venture ☐ Corporation
☐ Other Entity (State Type) _____

The undersigned certifies that (s)he is _____ (title) of the entity named below; that (s)he is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Vendor, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

_____ _____
11-digit Comptroller's Taxpayer Number Employer Identification Number

_____
Vendor Organization Name

By: _____

Printed Name: _____

Title: _____

By:
_____
(If Vendor is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Proposal on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal.

By signing and executing this proposal, I further certify on behalf of my organization and represent to the Orange Grove Independent School District that Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Vendor also certifies and represents that Vendor has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Vendor certifies and represents that Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Orange Grove Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Vendor also certifies and represents that Vendor has not received any information not available to other Vendors so as to give the undersigned

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a preferential advantage with respect to this proposal; the Vendor further certifies and represents that Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Vendor will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Orange Grove Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Vendor certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Orange Grove Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

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