



Agenda of Special Board Meeting

The Board of Trustees McAllen Independent School District

VISION	The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.
MISSION	The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.
GOALS	1. Student Achievement/Student Focus 2. People Development 3. Facility Priorities 4. Financial Priorities
STRATEGIES	1. Branding 2. Attract/Retain High Quality Staff 3. Engaging Learning Environment 4. Rigorous/World Class Standards to Customize for Every Learner 5. Partnerships with Business/Civic/Education/Organizations 6. Future Ready Students 7. Financial Priorities

A Special Board Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, February 21, 2022, beginning at 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

1. **CALL MEETING TO ORDER**
2. **PUBLIC COMMENTS**
3. **APPROVAL OF FIRST AMENDMENT TO CONTRACT 2018-159 E- Rate 2019 INTERNET SERVICES** **3**
Presenter: Dr. J. A. Gonzalez, Superintendent
4. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on February 18, 2022 at 3:00 P.M.

Natalia Goza

on behalf of the Board of Trustees

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 21, 2022

SUBJECT: Approval of First Amendment to Contract No. 2018-159 E-Rate 2019 Internet Services

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On February 25, 2019, the Board of Trustees approved Contract No. 2018-159 E-Rate 2019 Internet Services.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

McAllen ISD and Foremost Telecommunications Corporation desire to amend the contract term to remain effective through June 30, 2022, to align with the E-Rate funding year.

LEGAL REVIEW:

The amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the First Amendment to Contract No. 2018-159 E-Rate 2019 Internet Services.

SUBMITTED BY: Judith Escamilla

For further information contact:
Name: Judith Escamilla
Office: 956-632-3238
eMail: judith.escamilla@mcallenisd.net

SUPERVISOR: Adelino

Approved for presentation to the Board of Education:

J. X. Longaby

FIRST AMENDMENT TO

CONTRACT NO. 2018-159 Foremost Telecommunications Corporation

This First Amendment to Contract No. 2018-159 (the "Contract") effective this 21st day of February, 2022 by and between McAllen Independent School District ("District") and Foremost Telecommunications Corporation, a Texas Corporation ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2018-159 dated February 26, 2019; and

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. The first sentence of numbered paragraph 12 in the Contract is deleted in its entirety and the following is substituted in lieu thereof:
Term. The term of this agreement shall be for a term commencing February 25, 2019 through the earlier of the completion of Services or June 30, 2022. All services must be completed during the term of the Agreement.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Sam Saldivar, Jr. Board President

FOREMOST TELECOMMUNICATIONS CORPORATION

By: _____
Lawrence Halcomb, President

Approved as to form:

Atlas, Hall, & Rodriguez LLP

by: Stephen L. Crain
Stephen L. Crain (Feb 17, 2022 16:21 CST)
Stephen Crain

MCALLEN INDEPENDENT SCHOOL DISTRICT

SERVICE AGREEMENT No. 2018-159

This Contract, made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and Foremost Telecommunications Corporation, a Texas Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, District requested proposals from vendors for the certain services, such services more particularly described on Exhibit A attached hereto (the "Services"); and

WHEREAS, Contractor submitted a response to the District's proposal;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated hereunder. Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

- A. This Contract
- B. Exhibit "A" – District's Request for Proposal ("RFP")
- C. Exhibit "B" – Contractor's Response to RFP
- D. Exhibit "C" – Contractor's Certificate of Insurance

This Contract is entered into subject to the following conditions:

- A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.
- B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Agreement, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

- A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- B. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
- C. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- D. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Agreement as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit "B" and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's attorneys' fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF AGREEMENT

Term. The term of this agreement shall be for a term of three (3) years, commencing February 25, 2019 through February 24, 2022. All services must be completed during the term of the Agreement.

A. **Termination without Cause.** District shall have the right to terminate this Agreement without cause on thirty (30) days written notice to the Contractor.

B. Termination with Cause.

a. **Termination by District.** District may terminate this Agreement immediately upon the occurrence of any of the following events:

- i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.
- ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 9 hereof.
- iii. Failure of Contractor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.
- iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. **Termination by Contractor.** In the event District breaches any material term of this Agreement, Contractor may terminate this Agreement upon no less than fifteen (15) days written notice.

- c. Non-Interference.** Following the expiration of this Agreement or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
Attn: Jose A. Gonzalez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Contractor: Foremost Telecommunications Corporation
P.O. Box 261160
Plano, TX. 75026

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

21. VARIATIONS OF PROUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

23. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed

upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. HB 89 - Anti-BDS

Bidder verifies it does and will not boycott Israel during the term of the contract, pursuant to Texas Gov't Code §2270.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

(Signature page follows)

EXECUTED this _____ day of _____, 2019.

DISTRICT:

McAllen Independent School District

By: *Daniel D Vela*
Daniel D Vela (Feb 26, 2019)
Daniel Vela, Board President

Vendor

Foremost Telecommunications Corporation

By: *Lawrence Halcomb*
Lawrence Halcomb (Feb 22, 2019)
Name: Lawrence Halcomb
Title: President

Approved as to form:
Atlas Hall & Rodriguez, LLP by: *Stephen L. Crain*
Stephen L. Crain (Feb 22, 2019)
Stephen L. Crain

EXHIBIT A
District's RFP



ALEJANDRA GONZALEZ
Director of Purchasing Services

January 16, 2019

McAllen Independent School District (the "District") invites your submittal on:

Request for Proposal No. 2018-159 - E-Rate 2019 Internet Services

Submittals shall be received **no later than** 10:00 AM local time, February 13, 2019 via one of the following:

- electronic submittals through Public Purchase, <https://www.publicpurchase.com/gems/login/login>;
- mail*; or
- hand-delivered*.

*The District *prefers* to receive submittals electronically; however, we will accept submittals on a CD, pin drive, in a sealed envelope via mail, or hand delivered with **envelope marked as follows**:

Purchasing Services McAllen ISD
Attn: Ercy Garcia
Request for Proposal No. 2018-159 - E-Rate 2019 Internet Services
4309 Warrior Drive, Bldg. C
McAllen, Texas, 78501

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

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Public Purchase website, <https://www.publicpurchase.com/gems/login/login>, no later than 10:00 AM, February 8, 2019. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

Thank you,

Alejandra Gonzalez
Director of Purchasing Services

SECTION A
GENERAL TERMS AND CONDITIONS

McAllen Independent School District
General Terms and Conditions
Request for Proposal

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a proposal to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Invitation for Request for Proposal ("RFP"). The Specifications and Scope of Work in the RFP will take precedence over the General Terms and Conditions when they are in conflict. Prospective Proposers are responsible for familiarizing themselves with all aspects of the process for the Request for Proposal.

1. Proposer Guarantee:
 - 1.1 Proposer agrees to comply with all terms and conditions contained in this document and the RFP.
 - 1.2 Proposal must comply with all federal, state, county, and local laws concerning these types of goods/services.
 - 1.3 Proposer guarantees products/services offered will meet or exceed the written specifications identified in the RFP.
 - 1.4 Proposer agrees to protect the District from claims involving infringement of patents or copyrights.
 - 1.5 Minimum Standards for Responsible Prospective Proposers: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective Proposer must affirmatively demonstrate Proposer's responsibility. District may request representation and other information sufficient to determine Proposer's ability to meet the following minimum standards:
 - 1.5.1 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
 - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
 - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
 - 1.5.4 be able to comply with the required or proposed delivery schedule;
 - 1.5.5 have a satisfactory record of performance;
 - 1.5.6 have a satisfactory record of integrity and ethics;
 - 1.5.7 be otherwise qualified and eligible to receive an award.
 - 1.6 Contract: This proposal, when properly accepted by District, shall constitute a contract equally binding between the awarded Proposer and District. Different or additional contractual terms may become a part of this contract.
 - 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the awarded Proposer fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Contractors And Other Persons; Conflict of Interest Questionnaire Form CIQ.
 - 1.8 Criminal History Record Information Review: Proposer agrees to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. Proposer, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. Proposer agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. Proposer agrees that if awarded a contract, Proposer will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. Proposer further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. Proposer further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are

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present.

- 1.9 HB 89: Anti-BDS: Proposer verifies it does and will not boycott Israel during the term of the contract, pursuant to Texas Gov't Code §2270.
- 1.10 Sec. 2252.152. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.
A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.
- Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
 - Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.
- 1.11 Form 1295. Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to District before Respondent may enter into a contract with that business entity. **Form must be completed online.** If this is your first time to access the Texas Ethics Commission (TEC), you will be required to create an account and establish a user name and password. This will require for you to have a valid email address and know your email user name and password as you will be required to access your email to validate your identity. After creating a user name and password at TEC, you will log in and begin completing Form 1295. Completing Form 1295 will require a contract number, which identifies and ties the form to the District's contract number; which is the assigned Bid No. for this solicitation.
- How to complete Form 1295:
- Go to website:
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - Enter Required information
 - Print form
 - Submit with proposal
- 1.12 Campus Visitation Procedures: If Proposer is awarded a contract which requires on-site visit, Proposer must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.
- 1.13 Representations: Proposer represents that the products/services provided by Proposer hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days' notice terminate this Contract and receive the pro-rata portion of the contract sum paid to Proposer by District for the unexpired term of the Contract.
- 1.14 Proposer, in submitting this proposal, agrees that District shall not be liable to prosecution for damages in the event that District declares Proposer in default.
- 1.15 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your proposal. Both unit prices and extension must be submitted. Unit prices shall govern.
- 1.16 ADHERENCE TO SPECIFICATIONS AND ANTI-COLLUSION: Proposer is responsible for reading the instructions and specifications to Proposer. Each Proposer by making his proposal represents that he has read and understands the proposal documents and his proposal is made in accordance therewith. Signing this proposal affirms that your company will enter into a binding contract with District for products/services awarded to your company. Proposer, by signing and executing this proposal, certifies and represents to the District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; Proposer also certifies and

McAllen Independent School District
General Terms and Conditions
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represents that Proposer has not offered, conferred or agreed to confer any 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; Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; Proposer certifies and represents that it has not now 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 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.

- 1.17 **Bid Guarantee:** Bid bonds may be required for certain bids/proposals in excess of \$25,000, if stated in the RFP. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check or cashier's check in an amount not less than 5% of the total maximum amount bid/proposed, payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Proposer, upon acceptance of his proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his proposal, and the bid guarantee shall be available toward offsetting such difference.

- 1.18 **Performance and Payment Bonds:** Payment bonds are required on construction projects costing \$25,000 or more. Performance bonds are required on construction projects costing \$100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFP. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.

- 1.18.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.
- 1.18.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).
- 1.18.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas.
- 1.18.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided.
- 1.18.5 All references to the bond by Proposer and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.
- 1.18.6 Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of \$100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of \$100,000 from a United States Treasury listed reinsurer.

2. **General Provisions**

2.1 **Term of Contract and Purchase Order Dates:**

- 2.1.1 The RFP shall state the term of the contract and applicable extensions.
- 2.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the awarded Proposer(s).
The purchase order number must appear on all itemized invoices and packing slips.
District will not be held responsible for any orders placed/delivered without a valid signed purchase order.

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- 2.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Proposers may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.
- 2.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.
- 2.1.5 Grace Period: District requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.
- 2.1.6 District reserves the right to reorder from this proposal for the term of the contract at the proposed award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.
- 2.2 Shipment Identification and Delivery: Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each RFP. The following shall be applicable unless in conflict with specific contract instructions.
 - 2.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.
 - 2.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by Proposer.
 - 2.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.
- 2.3 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Proposer's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by Proposer. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to Proposer at Proposer's risk and expense or disposed of in accordance with District procedures. Proposer may request that goods be held at Proposer's risk for a reasonable period of time for later disposition at Proposer's expense. Latent defects may result in revocation of acceptance of any product.
- 2.4 Late Delivery: If a delivery delay is foreseen, Proposer shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. Proposer must keep the District advised at all times of the status of the order. If Proposer has orders in their possession which have not been completed within the specified delivery time, the District reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- 2.5 Back Orders: The District may purchase on the open market any commodity reported by a Proposer to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.
- 2.6 Damage Assessment: If a Proposer is in default on an order, the District reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to Proposer. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of Proposer from the District's Centralized Master Contractors List (CMBL).
- 2.7 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the awarded Proposer is requested to supply the needed material immediately, if possible. If the awarded Proposer cannot respond, then the emergency requirement may be purchased on the open market. The District or Proposer shall not consider such purchases a breach of contract.
- 2.8 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require Proposer to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. Proposer must contact the qualified ordering entity prior to shipment of the approved substitution.
- 2.9 Purchases Off Contract: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may be identified in the RFP. Proposers are to allow for such purchases provided purchase orders are issued for these purchases.
- 2.10 References: District may request Proposers to supply, with this proposal, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
- 2.11 Proposals from unresponsive Proposers will not be accepted. Proposers having a history of inconsistent

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- service and unreliability will not be considered by the District to be a responsible Proposer.
- 2.12 Proposer will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Proposers are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.
- 2.13 Notice: Any notice provided by this proposal (or required by Law) to be given to the awarded Proposer by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in McAllen, Texas, by Registered or Certified mail, addressed to the awarded Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 2.14 Venue: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
- 2.15 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 2.16 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by Proposer at the time of submittal of the proposal. The absence of a written list of specification deviations will hold Proposer strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
- 2.17 Proposers that fail to comply with the conditions of the RFP may be removed from the District's Centralized Master Contractors List for a period of two years.
- 2.18 Proposers wishing to reinstate their status must request it in writing at the end of the two-year period.
3. Preparation of Proposal:
- 3.1 Freight Charges & F.O.B. Point: Quote all proposals F.O.B. destination, transportation prepaid and allowed, i.e., included in the price proposed, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the DISTRICT.
- 3.2 Proposal prices must be firm for acceptance for 120 days from proposal opening date unless otherwise specified in the RFP. Proposal prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the proposal documents. Refer to Section 7 for additional information regarding proposal prices.
- 3.3 Usage Figures: Quantities shown on the RFP under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period indicated in the RFP. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Proposers but only in such quantities as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the proposal sheet. Proposals are requested on these items as well.
- 3.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate type and quality desired. Proposals for brands of like nature and quality will be considered. Proposer should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If proposing other than the referenced example, Proposer must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a Proposer takes no written exception to the referenced example in the proposal, the brand names, numbers, etc., exactly as specified in the RFP shall be furnished.
- 3.5 Condition of Products: All items proposed shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFP.
- 3.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

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- 3.7 Unit of Measure: If offering a proposal price for a different unit of measure, the exception and proposed packaging must be shown by the line item proposal.
- 3.8 Alternate Proposals: Alternate or supplemental proposals shall be submitted as a separate item and be identified by Proposer's name and signature and be cross-referenced to the applicable item in the RFP.
- 3.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to Proposer on request at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with Proposer's name, address, proposal opening date and proposal number. Do not attach samples to proposal pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:

Attn: Purchasing Services
McAllen Independent School District
4309 Warrior Dr. Bldg. C
McAllen, TX 78501-7734

- 3.10 Signature on Proposal: Electronic signatures are acceptable. The person signing the proposal must have authority to bind the represented company to a contract. An unsigned proposal cannot be signed after the proposal opening time even though Proposer or a representative is present at the proposal opening.
- 3.11 Attachments: Proposers may include attachments to describe commodities being proposed and/or to exhibit that products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the proposal in writing. WARNING: Any added terms or conditions may result in disqualification of a proposal, e.g., proposals subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.
- 3.12 Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating to the necessary information will be issued/posted to website. It is Proposer's responsibility to view the Public Purchase page regularly, or prior to submitting a response, to ensure that no addenda or additional information have been issued for the solicitation. The web address is <https://www.publicpurchase.com>.
- 3.13 Discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being proposed or by submitting a separate page with the information. These discounts will not be considered in determining the low proposal but will be part of any contract issued.
- 3.14 Proposal Preparation Expense: Any expense related to the submission of a proposal is the sole responsibility of the Proposer. The District will not reimburse Proposers for any cost related to proposal preparation or submission.
- 3.15 All Proposers doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification.
- 3.16 All Proposers must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use as part of Contractor Certifications Form.
- 3.17 Form 1295: The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 may be submitted with your proposal and is required as condition of award. Please go to website below and complete. Form must be completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

4. Submission of Proposal:

- 4.1 No Bids: To remain on Proposer's list, "NO BIDS" must be submitted by Proposers wishing to remain on the District's Centralized Master Contractors List (CMBL). Continued submittal of

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"NO BIDS" will result in Proposer being removed from the District's Centralized Master Contractors List (CMBL). Proposers not submitting proposals or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Contractors List (CMBL). The District is not responsible for any errors occurring as a result of this procedure.

- 4.2 Public Proposal Opening: Proposals are opened in a manner to avoid disclosure of contents to competing Proposers and the contents are kept secret during the process of proposal negotiations. A copy of the proposal tabulation is usually available for public review after proposal awards. Tabulation information is available for download the day after award from our website at <http://www.mcallenisd.org/purchasing/notice-award/>
- 4.3 Late Proposals: Late proposals will NOT be considered. The District will not be responsible for mis-sent or misplaced proposals.
- 4.4 Amending/Withdrawing Proposal: A proposal cannot be altered or amended after the proposal opening date and time. Any alterations made before the opening date and time shall be initialed by Proposer or Proposer's authorized agent identified in the proposal. No proposal can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.
- 4.5 Proposal Package(s): The District encourages and prefers proposals submitted on District RFP form(s) electronically; however, DISTRICT will be accepting sealed packages on CD, USB, paper/hardcopy through mail or hand delivery. Each proposal must be placed in a separate submittal. Proposals must be submitted and time stamped at District no later than the date and time specified for the proposal opening. Only the completed W-9, Contractor Certifications Form, Form 1295, Conflict of Interest (if disclosing a conflict) and those pages on which a Proposer is submitting a proposal need to be returned. Blank pages or pages with no proposal information should not be returned.
- 4.6 Price lists must be included in the RFP. Any terms and conditions in a price list will not be considered a part of a proposal unless specifically identified by Proposer and referenced in writing.
- 4.7 Proposals via the U. S. Postal Service are to be sent to the address shown below.

McAllen ISD
Attn: Purchasing Services
RFP #
4309 Warrior Drive, Bldg. C,
McAllen, TX 78501

- 4.8 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the proposal, which the company believes to be confidential. The awarded proposal may be considered public information even though parts are marked confidential.
- 4.9 Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

5. Proposal Evaluation and Award:

- 5.1 Proposal Evaluation:
The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest proposal will not necessarily be the awarded proposal. Proposals will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a proposal, waive minor technicalities and make an award in the best interest of the District.
- 5.2 A response to an RFP is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFP.
- 5.3 Proposals do not become contracts until a Notice of Award (NOA) is issued.
- 5.4 The contract shall be governed, construed and interpreted under the laws of the state of Texas.
- 5.5 The District will not be bound by any communication with Proposers other than the RFP, these General Terms and Conditions, Specifications and Scope of Work, Specifications, any written addendum's issued by District, District Policies and Procedures, and State Law.
- 5.6 The District shall be sole judge of what constitutes the best interest of the District.

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- 5.7 The District reserves the right to reject proposals requiring minimum orders.
- 5.8 Fees charged for shipping and handling will be considered in awarding proposals.
- 5.9 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods or services; (8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.
- 5.10 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at <http://www.mcallenisd.org/purchasing/notice-award/> Award information will be posted approximately ninety(90) days from proposal opening. Proposer must advise the District within 10 days from the date of award by the Board of Trustees of any errors requiring correction.
- 5.11 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Contracts with the District. These entities may have access to the prices offered to District. Proposers are responsible for identifying and requesting information on these entities.
- 5.12 To expedite evaluation of the proposals, it is preferable that District forms be used.
- 5.13 Assignment: The awarded Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.
6. Insurance Requirements:
- 6.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- 6.2 Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Consultant's policy as to the subject job.
- 6.3 Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- 6.4 Successful Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason.
- 6.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.
- 6.6 Successful Contractor shall provide Certificates of Insurance evidencing the above-required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.
- 6.7 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a \$1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.
7. Price Changes: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an RFP may be submitted to the District for price adjustment consideration.
- 7.1 Procedures to Follow:
- 7.1.1 Firm Bids: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

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- 7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Proposer shall compute new unit prices at the same percentage as reflected in the original proposal (See Sec. II. B. for formula). Prices will be verified for accuracy.
- 7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
- 7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, Proposer may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.
- 7.3 Price Decreases: Proposers are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.
8. Administrative Procedure for Bid/Proposal Complaints: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 632-3241.
9. Invoicing:
- 9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and proposal name and shall be mailed directly to:
- ATTN: Director of Accounting
McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501
- 9.2 The invoice must show name of Proposer exactly as shown on the purchase order and the correct "Remit to:" address.
- 9.3 Invoice must show name of receiving entity.
- 9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
- 9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
- 9.6 Total all extensions on invoice.
- 9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.
- 9.8 Shipment date of merchandise must be shown.
- 9.9 Date of purchase order must be shown.
10. Payment:
- 10.1 Payment normally will be made to Proposer within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
- 10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
- 10.3 Partial payments are an exception, but may be made with the prior written approval of the District.
- 10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
- 10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.
11. Cancellation:
- 11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or ~~ob~~serve any of the terms and conditions to be performed, kept or observed, District shall give the awarded Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5)

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working days of receipt of such notice by the awarded Proposer, default will be declared and all the awarded Proposer's rights shall terminate.

- 11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Proposer is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Proposer. The burden of proof for the need of such relief rests with Proposer. To obtain release based on Force Majeure, Proposer must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.
- 11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
- 11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.
- 11.4 Termination for Default: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:
- 11.4.1 Meet schedules;
 - 11.4.2 defaults in the payment of any fees;
 - 11.4.3 otherwise perform in accordance with these specifications.
- 11.5 Breach of contract or default authorizes District to exercise any or all of the following rights:
- 11.5.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
 - 11.5.2 District may take possession of all goods, fixtures and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
 - 11.5.3 District reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of District. In such event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.

12. Other Provisions:

- 12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposal on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post- consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive." Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre- consumer content to:

ATTN: Purchasing Services
McAllen Independent School District

McAllen Independent School District
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4309 Warrior Drive, Bldg. C
McAllen, TX 78501-7734

- 12.2 When proposing, please consider the following:
- 12.2.1 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.
 - 12.2.2 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.
 - 12.2.3 Material Safety Data Sheets: A Proposer must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
 - 12.2.4 Asbestos Management Plan: All proposers are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.
 - 12.2.5 AHERA: All work must be in compliance with AHERA.
 - 12.2.6 All contracts awarded in excess of \$10,000 by school districts and their contractors or sub-grantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
 - 12.2.7 All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall 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 is otherwise entitled. School districts shall report all suspected or reported violations to TEA.
 - 12.2.8 All contracts awarded by school districts and sub-grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
 - 12.2.9 Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).
 - 12.2.10 Contracts shall recognize 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 (P.L. 94-163).
- 12.3 Advertisement: Proposers are prohibited from using contract award information, sales

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values/volumes and/or District customers in sales brochures or other promotions, including press releases.

- 12.4 Services/items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the awarded Proposer at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.

13. Contract Provisions for contracts under Federal Awards– By submission of this proposal, Proposer agrees to comply with the following provisions.

- 13.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where proposers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

- 13.3 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."

- 13.4 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 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 entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.

- 13.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 13.6 Rights to Inventions Made Under a Contract or Contract. If the Federal award meets the definition of "funding contract" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

McAllen Independent School District
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- substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” 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 Contracts,” and any implementing regulations issued by the awarding agency.
- 13.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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). Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 13.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Proposers that apply or submit a proposal 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 award.
- 13.9 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this RFQ must be submitted through the “questions” tab located within the solicitation on the Public Purchase website <https://www.publicpurchase.com/gems/login/login>.

SECTION B
SPECIFICATIONS AND SCOPE OF WORK

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2018-159 – E- Rate 2019 Internet Services

1.0 BACKGROUND

McAllen Independent School District (the “District”) is a multicultural community of over 22,000 students. The District’s vision is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community. The District consists of nineteen (19) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Daniel D. Vela, President
Marco Suarez, Vice President
Sam Saldivar, Jr., Secretary
Conrado Alvarado, Trustee
Debbie Crane-Aliseda, Trustee
Lawrence Esparza, Trustee
Tony Forina, Trustee
Dr. Jose A. Gonzalez, Superintendent

2.0 INTENT. It is the intent of the District, through this Request for Proposal (“RFP”), to select Proposer(s) offering the best value for internet access eligible for E-Rate 2019 discounts. Proposers are required to be registered with the Universal Service Administrative Company (“USAC”) and have a valid Service Provider Identification Number (“SPIN”) by filing Form 498 at <http://www.usac.org> to participate. This is a federally funded purchase and as such, Proposers are required to comply with all applicable federal guidelines.

3.0 REQUIREMENTS.

3.1 The Specifications and Scope of Work (“SOW”) will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and SOW may be cause for a Proposer to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT - The period of the contract resulting from this RFP will be for a term of one (1) year with the option to renew for two (2) additional one (1) year term. Prices are to remain firm for the one (1) year term.

4.1 Termination without Cause. District shall have the right to terminate this contract (“Contract”) without cause on thirty (30) days written notice to the Proposer.

4.2 Termination with Cause.

4.2.1 Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

4.2.1.1 Any conduct of the Proposer, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

4.2.1.2 Failure to provide evidence of liability insurance, as required.

4.2.1.3 Failure of Proposer to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

McALLEN INDEPENDENT SCHOOL DISTRICT
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4.2.1.4 In addition, if the Proposer commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.2.1.1 through 4.2.1.3 above, District may terminate this Contract upon no less than thirty (30) days written notice.

4.3 Proposer shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

5.0 PRICING, INVOICING AND PAYMENT. The pricing program offered through this RFP must remain firm for a period of one (1) year with the option to renew for two (2) additional one (1) year term from the date of award by the District Board of Trustees. Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Alejandra Gonzalez, Director of Purchasing Services at alejandra.gonzalez@mcallenisd.net.

6.0 REFERENCES. Proposer shall obtain a minimum of three (3) references from other school districts for similar services. References must complete the "Reference Check Form" (Exhibit B) and must include Proposer's knowledge, quality of work, timelines, diligence and flexibility.

7.0 EVALUATION CRITERIA: In determining who will be awarded, the District shall consider:

Phase I – Evaluation of Quantitative Factors

- The purchase price
- The total long-term cost to the District to acquire the Contractor's goods or services

Phase II – Evaluation of Qualitative Factors

- The reputation of the vendor and of the vendor's goods or services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet the District's needs
- The vendor's past relationship with the District
- And, any other relevant factor

Phase III – Evaluation of State and Federal Factors

- **For Federally Funded Purchases:**
 - o in accordance with the Code of Federal Regulations, 2 CFR 200.320; **OR**
 - o in accordance with Education Code Title II, Chapter 44.031 (b)(6)- "the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses"; (if applicable); **OR**
- **For Local and State Funded Purchases:** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) has its principal place of business in this state; or (b) employs at least 500 persons in this state (if applicable).

Phase I & II – Relative weights – 98%

Phase III – Relative weights - 2% as applicable

8.0 EVALUATION COMMITTEE. The evaluation committee, which includes Arely Benavides, Assistant

McALLEN INDEPENDENT SCHOOL DISTRICT
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Superintendent for District Operations; Judith Escamilla, Executive Director of Technology; Sam Juarez, Coordinator for Technology; Alejandra Gonzalez, Director of Purchasing Services; and Ercy Garcia, Senior Buyer, will evaluate the RFP and recommend a Proposer to the Board of Trustees.

- 9.0 COMMUNICATION WITH DISTRICT PERSONNEL:** Proposers submitting a proposal shall not discuss this proposal with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes or phone calls related to any aspect of the RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District.

10.0 SCOPE OF WORK

- 10.1** This award will be to multi-vendor(s) on a “Qualified” basis by category including, but not limited to internet access, project planning, communications, and quality assurance to facilitate the processing through the E-Rate 2019 program.
- 10.2** Product brand/model listed in the attached bid sheets are intended as a standard of minimum specification requirements. Equals, or products that exceed the minimum specification requirements will be considered.
- 10.3 Proposer shall provide:**
- 10.3.1** A single, five (5), ten (10), twenty (20) gbps fiber optic connection (transport) to the Technology Department located at 2185 North Broadway, McAllen, TX.
 - 10.3.2** A single, five (5), ten (10), twenty (20) gbps fiber optic connection (transport) to the Technology Department located at 7800 N Ware Rd, McAllen, TX.
 - 10.3.3** A dedicated subscription of five (5), ten (10), twenty (20) gigabits with bandwidth availability of up to forty (40) gigabits or more for expansion.
 - 10.3.4** Data transit times based on milliseconds of internet connections must have the same transit speeds.
 - 10.3.5** Must support Border Gateway Protocol (“BGP”).
 - 10.3.6** A fault-tolerant location with adequate power generation in case of natural or man-made disaster(s).
 - 10.3.7** Multi- year pricing based on one (1), two (2), and three (3) year terms.
 - 10.3.8** All as-built diagrams upon completion.
 - 10.3.9** A dual entry, diverse route for each connection at each site. Map with the route shall be provided.
- 10.4** Proposers shall provide a formal quote for internet services from April 2019 through June 2019 as District intends to pursue these services prior to the School and Libraries Division (“SLD”) 2019 funding year.
- 10.5 Minimum Level of Support from Proposer Internet Services Provider (“ISP”):**
- 10.5.1** Proposer ISP shall have technical support available in case of network trouble twenty-four (24) hours per day, three hundred sixty-five (365) days a year.
 - 10.5.2** Proposer ISP shall provide a minimum of seventy-two (72) hours’ advance notice of any configuration or maintenance performed that might affect services provisioned to the District. Any interruption of service that does not occur during the specified times or is not caused by configuration or maintenance will be considered a “service outage” and shall result in a service credit based on report provided by Proposer. Any deviation from those times must be approved by District in writing thirty (30) days prior.
 - 10.5.3** Proposer ISP shall perform all configurations or maintenance that might affect services provisioned to the District between the hours of 12:00 AM CST and 6:00 A.M CST.
 - 10.5.4** Proposer ISP shall monitor all services provisioned to the District. This monitoring service shall provide notification to the District in case of any service outage. Notification shall be made via telephone, to a pre-defined contact person, within five (5)

McALLEN INDEPENDENT SCHOOL DISTRICT
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- minutes of any detectable outage.
- 10.5.5** A service outage begins when the service first fails. A service outage ends when all provisioned services are fully operational for at least five (5) contiguous minutes.
- 10.5.6** Any service outage lasting more than four (4) hours shall result in a service credit to the District.
- 10.5.7** In addition, to proposed pricing, the Proposer ISP shall provide a copy of the Service Level Agreement (“SLA”) that corresponds to the services that are being proposed to the District.
- 10.6** The District is seeking pricing for monthly internet connection services and a one-time labor and materials fee that shall be inclusive of all costs to deliver services to each location for the term specified.
- 10.7** Proposer shall provide the labor and materials to construct all other conduit pathways between the designated utility poles in the public right-of-way to the Main Distribution Frame (“MDF”) closet at each site with a minimum of a two (2) four (4) inch conduit.
- 10.8** All miscellaneous hardware, fiber patch cords, and cables (fiber and copper) for MDF and Intermediate Distribution Frame (“IDF”) must be included in submitted pricing.
- 10.9** The District will provide any electrical plug required and a minimum of 4U space at each site via a two-post telecommunication rack wall mount enclosure.
- 10.10** Proposer shall provide and install a Light Interface Unit (“LIU”) enclosure (lit and dark option) in addition to the appropriate electronics (lit option only).
- 10.11 Technical Support and Hardware Maintenance:**
- 10.11.1** Proposer shall provide technical support services to the District’s staff and management.
- 10.11.2** District requires a comprehensive technical support capability to ensure the performance of network components, both those currently installed and those additional components and technologies that will be added through projects such as those described within this RFP.
- 10.11.3** Proposer’s solution must provide assessment, strategy, design, implementation and operational services to help the District manage its centralized, distributed, desktop and network environments.
- 10.11.4** Proposer shall demonstrate the ability to achieve the desired support environment by implementing a technical support project management approach.
- 10.12 Support Personnel Required from Awarded Proposer:**
- 10.12.1 Project Manager** -This resource will establish a framework for project communications, reporting, procedural, and contracting activity, management of the execution of the work plan staffing requirements, and client.
- 10.12.2 Dispatch** – Level One Call-in Support: This resource will be the initial point of contact and the first to receive calls for incoming District requests, problem logging, first level troubleshooting and support, warm transfer to level two support functions, and dispatch of on-site technical resources for network problem resolution as required.
- 10.12.3 Field Technical Support:** The primary responsibility of this type of resource is to provide on-site network problem diagnosis and resolution. Specifically, this resource shall have previous experience with the District’s installation of internet related products and internet service equipment, to include, but not limited to, Cisco, Dell, Sonic, Palo Alto products and the installed network environment.
- 10.13** Proposer shall address their capabilities in areas to include, but not limited to;
- 10.13.1** Project planning and communications
- 10.13.2** Quality assurance procedures
- 10.13.3** Project coordination experience as a single Proposer or “prime” systems integrator, and
- 10.13.4** Project completion criteria
- 10.14** Proposer shall work closely with the District project manager to ensure project delivery,

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effective management of project resources and, communication.

- 10.15** Proposer is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware, and consumables for the system(s) installed. Proposer shall perform all terminations and connections.
- 10.16** References to specific part numbers and manufacturers that meet the requirements of District are contained in this SOW. District must approve the manufacturer and model of the parts proposed by the Proposer prior to the start of the installation. District standardized cabling components from Panduit or equal. District prefers that all new structured cabling utilize Panduit or equal.
- 10.17 Project Guidelines:**
- 10.17.1** All work shall be administered with safety in mind.
- 10.17.2** Proposer is responsible for their tools, ladders, wiring, and any/all other equipment.
- 10.17.3** All work shall be performed during normal working business hours.
- 10.17.4** An amendment shall be required for any/all changes in the SOW and shall be approved by District representative.
- 10.17.5** Equipment shall include a three (3) year full coverage, replacement warranty.
- 10.17.6** Proposer is responsible for all equipment and material until the District accepts work as complete and payment is made by the District to the Proposer indicating contract is satisfied.
- 10.17.7** Necessary parts for complete professional installation shall be provided by the Proposer.
- 10.17.8** A District representative shall conduct a physical check to determine if all installations are safely secured and in working order, prior to submitting payment.
- 10.17.9** All cross-connects and patch cords used in the MDF and IDF shall be installed and provided by the Proposer for each piece of equipment installed.
- 10.17.10** Three inch conduits shall be provided by Proposer in new building construction only. Retrofitting older buildings with new cabling shall require the backbone cables to be run in a cable tray.
- 10.17.11** All portions of the work and the finished product must conform to local, state, and national safety requirements, including but not limited to, regulations regarding fire suppression and asbestos. District facilities department shall provide written assurance that the cable path and node locations are free from asbestos. Contractor shall make no penetration of any surfaces in the absence of such written assurance.
- 10.17.12** No splicing of any type shall be allowed on any copper cable.
- 10.17.13** Telecommunications Industry Association ("TIA"), and Electronic Industries Alliance ("EIA") publishes standards using International Organization for Standardization ("ISO") Meters Kilograms Seconds ("MKS") units. All labeling and documentation will use ISO MKS units. English units may be provided parenthetically, but English units may not be substituted in place of ISO MKS units.
- 10.18 Special Terms and Project Completion:**
- 10.18.1** Proposer shall abide by start and completion dates for each section. Proposer shall submit an extension request to the DOT Executive Director for any uncontrollable circumstances.
- 10.18.2** All devices shall be online and operational on the given date, perform in the manner that they are intended, and be accepted in working order by the District.
- 10.18.3** Proposer shall be responsible for a complete installation consisting of, but not limited to, programming of switches, routers, controllers, and all other components necessary for turnkey installation.
- 10.18.4** Proposer shall notify the District of any hardships they encounter pertaining to cabling. All work stated in this document shall be complete and accepted as complete by the District.
- 10.18.5** If Proposer fails to complete work by completion date the Proposer shall forfeit the sum of one thousand five-hundred (\$1500.00) dollars a day, until all work is 100%

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2018-159 – E- Rate 2019 Internet Services

complete. All work shall be accepted by the District as complete.

10.19 Warranties and other Proposer Requirements:

10.19.1 All terminations shall be performed by a Panduit, or comparable certified installer.

10.19.2 Any cable damaged by Proposer shall be replaced by the Proposer prior to final acceptance at no cost to the District.

10.19.3 All cables shall be tested in accordance with this document, the ND&I contract agreement, and best industry practices. If any of these are in conflict, the Proposer shall be responsible for disclosing discrepancies to DOT for clarification and/or resolution.

10.19.4 Proposer shall provide a system warranty covering the installed cabling system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of one (1) year.

10.20 Installation Warranty:

10.20.1 Proposer shall warrant the cabling system against defects in workmanship for a period of one (1) year from the date of system acceptance by the District. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to the District.

10.21 Onsite Personnel:

10.21.1 District requires Proposer to have a systems engineer to assist with network maintenance of internet service connections. Proposer shall assign the network maintenance person with the following requirements:

10.21.1.1 Proposer shall require background check for all on-site personnel.

10.21.1.2 At least five (5) years' experience in the installation, configuration, troubleshooting, and maintenance of wide area network and local area networks the size of the District network or larger.

10.21.1.3 Proposer shall be required to cabinet, stack, configure, program, and connect all equipment patch panel to network equipment, include all patch cords (fiber or copper necessary).

10.21.1.4 Proposer shall provide patch cords, connectors, electrical cords, cords/connectors/patch panel and installation brackets necessary for installation. District shall not be responsible for storage of equipment before installation.

10.21.1.5 Proposer shall be available on site within four (4) hour of being notified.

10.21.1.6 After installation, Proposer shall submit all documentation to support the warranty requirements in accordance with the warranty requirements, and to apply for said warranty on behalf of the District. The warranty shall cover the components and labor associated with the repair/replacement of any defective link within the warranty period when the defect is a valid warranty claim.

AWARD INFORMATION – will be available for download from our website within ninety (90) days of RFP opening (https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975).

INSTRUCTIONS FOR SUBMITTING A PROPOSAL - The District *prefers* electronic submittals through Public Purchase, <http://publicpurchase.com>; however, we will accept on CD, pin drive, in a sealed envelope via mail, or hand delivered with **envelope marked as follows**:

Purchasing Services
Attn: Ercy Garcia

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2018-159 – E- Rate 2019 Internet Services

4309 Warrior Drive, Bldg. C,
McAllen, Texas, 78501

Please be sure to include the following forms with your submittal:

- o Completed Contractor Certification Form
- o Bid Sheets
- o Questionnaire
- o Reference Form
- o Completed SB9 Waiver form
- o Service Level Agreement (SLA)
- o Completed W-9 Form
- o Proof of Insurance
- o Completed Conflict of Interest Form **ONLY IF** you are disclosing a conflict.
- o Completed Deviation/Compliance Form
- o HB 1295 Form– MUST BE COMPLETED ONLINE
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The District encourages all Proposers to submit information only on forms provided through this RFP. Failure to submit the forms/information listed above may be cause for disqualification of proposal. Do not include unsolicited information such as pamphlets, company form letters, etc. with your proposal.

BidSheet

2018-159 E-Rate 2019 Internet Services

Internet Connection - ISP Services

Item	Description	Solution	Speed/ Capacity	Qty	Monthly Cost (internet connection services)	One-Time Fee (labor/materials)	Cost 1 yr.	Cost 2 yr.	Cost 3 yr.
Crockett - 2185 N. Broadway, McAllen, TX. & 7800 N. Ware Rd., McAllen, TX	Bandwidth Capacity	☐ Lit ☐ Dark	5 Gigabits	1	\$	\$	\$	\$	\$
		☐ Lit ☐ Dark	5 Gigabits	2	\$	\$	\$	\$	\$
		☐ Lit ☐ Dark	10 Gigabits	1	\$	\$	\$	\$	\$
		☐ Lit ☐ Dark	10 Gigabits	2	\$	\$	\$	\$	\$
		☐ Lit ☐ Dark	20 Gigabits	1	\$	\$	\$	\$	\$
		☐ Lit ☐ Dark	20 Gigabits	2	\$	\$	\$	\$	\$
Fossum MS 7800 N. Ware Rd. McAllen, TX	Bandwidth Capacity	☐ Lit ☐ Dark	5 Gigabits	1	\$	\$	\$	\$	\$
		☐ Lit ☐ Dark	10 Gigabits	1	\$ 38	\$	\$	\$	\$

BidSheet

		☐ Lit ☐ Dark	20 Gigabits	1	\$	\$	\$	\$	\$
Fiber/Dark Fiber	Installation and Activation			2	\$	\$	\$	\$	\$

Notes	
Proposers shall provide a formal quote for internet services from April 2019 through June 2019 as District intends to pursue these services prior to the School and Libraries Division ("SLD") 2019 funding year. \$_____ - Formal Quote for internet services from April 2019 – June 2019. (Attach Quote)	

COMPANY NAME: _____

SPIN NUMBER: _____

PRINT NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

Email: _____

DATE: _____

McALLEN INDEPENDENT SCHOOL DISTRICT

Request for Proposal No. 2018-159- E-Rate 2019 Internet Services

QUESTIONNAIRE

1. How will your company provide the District with network maintenance of internet service connections?

2. List names of the individuals who will be assigned for the duration of the project (i.e., Project Manager, Dispatch, Field Technical Support).

Name	Job Title	Yrs. of Experience	Job Description/Responsibilities	Resume Attached
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No

3. List the length of time for the warranties provided for this project.

Warranty	Length of Time
Installed Cabling System	
Labor/Materials	

4. List three (3) references of current or past projects completed within the past five (5) years of *similar scope and size*.

Project Name	School or Company	Cost	Completion Date	Contact Number	On-time Completion Y/N

McALLEN INDEPENDENT SCHOOL DISTRICT

Request for Proposal No. 2018-159- E-Rate 2019 Internet Services

QUESTIONNAIRE

5. Date of projected completion? _____

6. List your company's previous experience with other District's.

Project Name	Owner Name/Phone No. Number	School or Company	Cost	Completion Date	On-time Completion Y/N

7. What is the proposed activation of service for the following?

5 Bandwidth	
10 Bandwidth	
20 Bandwidth	

Name of Company

Name/Title of Authorized Representative

Address/City/State/Zipcode

Phone number

Email

Signature of Authorized Representative

Date



**EXHIBIT B
REFERENCE CHECK FORM**

Alejandra Gonzalez
Director of Purchasing Services
956-632-3241

McAllen ISD is accepting proposals for RFP No. 2018-159 - E-Rate 2019 Internet Services.

By completing this reference form, you attest to my company's performance for project(s) named below.

On Behalf of: _____
Name of Company **Company's Representative**

Phone Number **Representative's E-mail Address**

1. The quality of the service provided by company.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

2. The company's ability to complete projects on a scheduled timeline?

☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

3. The company's ability to provide effective results.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

4. The company's capacity in providing internet services.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

Reference prepared by:

Name

Signature

Title

Email Address

Phone Number

42 _____
Date Completed

SECTION C
DRAFT CONTRACT

CONTRACT

This Contract, made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **COMPANY NAME** a Texas Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, District requested quotes from vendors for services ("Services"), and

WHEREAS, Contractor submitted a proposal to meet the needs of the District.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated hereunder. Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

- A. This Contract
- B. Exhibit "A" – Contractor's Services
- C. Exhibit "B" – Fees
- D. Exhibit "C" – Contractor's Certificate of Insurance

This Contract is entered into subject to the following conditions:

- A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

- B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Agreement, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

- A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- B. Professional Liability -\$1,000,000 each claim and in the aggregate
- C. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
- D. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District.
- E. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Agreement as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit "B" and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs. Contractor further agrees that in the event this Agreement is determined to be a contract within the coverage of U.S.C. §1395X(b)(1)(1), then:

- A. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Contractor shall make available upon written request to the Secretary (as defined in said statute),

or any of their duly authorized representatives, this Agreement, and books, documents and records of the Contractor that are necessary to certify the nature and extent of such costs, and;

- B. If the Contractor carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000.00 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General (as defined in said statute), or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. The parties agree that the preceding sentence shall be construed in accordance with 42 U.S.C. §1395X(v)(1)(1) and regulations promulgated there under. No attorney-client or other legal privilege will be deemed to have been waived by the District or Contractor by virtue of this Agreement.
- C. If this Agreement is determined to be a contract within the coverage of 42 U.S.C. §1395X(b)(1)(1) or if District, pursuant to any agreement executed subsequent to the date hereof, provides Contractor an income subsidy or fees or compensation in addition to the fees or compensation specified herein, then upon the written request of the Superintendent of the District, the Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the revenue derived from and/or the cost of providing services under this Agreement. Such inspection by District or its representatives shall be available up to four (4) years after the date of the rendering of such services.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's attorneys'

fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF AGREEMENT

Term. The term of this agreement shall be for a term of four (4) months, commencing August 1, 2018 through November 30, 2018. All services must be completed during the term of the Agreement.

A. **Termination without Cause.** District shall have the right to terminate this Agreement without cause on thirty (30) days written notice to the Contractor.

B. Termination with Cause.

a. **Termination by District.** District may terminate this Agreement immediately upon the occurrence of any of the following events:

- i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.
- ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 9 hereof.
- iii. Failure of Contractor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.
- iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. **Termination by Contractor.** In the event District breaches any material term of this Agreement, Contractor may terminate this Agreement upon no less than fifteen (15) days written notice.

c. **Non-Interference.** Following the expiration of this Agreement or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District

Attn: Jose A. Gonzalez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Contractor: Company's Name
 Attn:
 Address
 City, State, and zip code

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

21. VARIATIONS OF PROUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

23. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. Family Educational Rights and Privacy Act (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. HB 89 - Anti-BDS

Bidder verifies it does and will not boycott Israel during the term of the contract, pursuant to Texas Gov't Code §2270.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal

sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act.

SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED this _____ day of _____, 2018.

DISTRICT:

McAllen Independent School District

By: _____
Daniel Vela, Board President

By: _____
Name: _____
Title: _____

Approved as to form:
Atlas Hall & Rodriguez, LLP by: _____
Stephen L. Crain

SECTION D
CERTIFICATION FORM

CONTRACTOR CERTIFICATION FORM
(Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Initial where applicable.

- ☐ A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.
- B. My company is not owned nor operated by anyone who has been convicted of a felony.
- C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

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

- ☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Debarment and Suspension (Executive Orders 12549 and 12689)

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Confidential/Copyrighted Information

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

5. Declaration of Business Location - Texas Education Code 44.031(b)(8)

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

- ☐ A. Has its principal place of business in the State of Texas; **OR** ☐ B. employs at least 500 persons in the State of Texas
- ☐ C. Principal place of business is not in the State of Texas: _____
(City, State)
-

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are (Please print name(s) below. If not applicable, please indicate N/A.)

7. Delinquent Taxpayers

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

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

8. Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

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

- [] I am an Active certified HUB vendor. HUB expiration date: _____
- [] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- [] I am neither.
-

9. Buy America Provisions

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. HB 89: Anti-BDS

Pursuant to Texas Government Code Chapter 2270, [Vendor] represents and warrants to the District that {Vendor} does not boycott Israel and will not boycott Israel during the term of This Agreement.

11. Federally Funded Purchases

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases (see attached "Federally Funded Purchases" form).

I, the undersigned authorized agent for the company named below, certify that the information concerning Sections 1-10 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-11 listed above.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

McAllen Independent School District
Federally Funded Purchases

Contract Provisions for contracts under Federal Awards – Contractor agrees to comply with the following provisions.

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 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.”
- 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 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 entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the

McAllen Independent School District
Federally Funded Purchases

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or submit an offer 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 award.
- A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Buy American Provision

SECTION E

W-9

Request for Taxpayer Identification Number and Certification

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

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

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 ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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 ►
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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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION F
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

SECTION G
DEVIATION/COMPLIANCE FORM

DEVIATION/COMPLIANCE FORM

An authorized company representative must sign this form to indicate compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, and all other information contained in this solicitation. All deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any response based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the respondent assures the District of their full compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and any other information contained in this solicitation.

List deviations below (attach additional sheets, if needed):

Company Name

Address

City, State, Zip

Signature

Email

Phone #

Fax#



Alejandra Gonzalez
Director of Purchasing Services

January 21, 2019

ADDENDUM NO. 1

ATTENTION ALL BIDDERS:

Please be advise of the following changes to RFP – 2018-159 – E-Rate 2019 Internet Services

***Please use the attached Revised Bidsheet.**

BidSheet

2018-159 E-Rate 2019 Internet Services

Internet Connection – ISP Services

Address	Description	Solution	Speed/Capacity	Qty	Monthly Cost (ERate eligible internet connection services)	Monthly Cost (ERate ineligible internet connection services)	One-Time Fee (Erate eligible labor/materials)	One-Time Fee (Erate ineligible labor/materials)	Cost 1 yr.	Cost 2 yr.	Cost 3 yr.
Crockett - 2185 N. Broadway, McAllen, TX. & 7800 N. Ware Rd., McAllen, TX	Internet Services	Lit	5 Gigabits	1	\$	\$	\$	\$	\$	\$	\$
	Internet Services	Lit	5 Gigabits	2	\$	\$	\$	\$	\$	\$	\$
	Internet Services	Lit	10 Gigabits	1	\$	\$	\$	\$	\$	\$	\$
	Internet Services	Lit	10 Gigabits	2	\$	\$	\$	\$	\$	\$	\$
	Internet Services	Lit	20 Gigabits	1	\$	\$	\$	\$	\$	\$	\$
	Internet Services	Lit	20 Gigabits	2	\$	\$	\$	\$	\$	\$	\$
Fossum MS 7800 N. Ware Rd. McAllen, TX	Internet Services	Lit	5 Gigabits	1	\$	\$	\$	\$	\$	\$	\$
	Internet Services	Lit	10 Gigabits		\$	\$	\$	\$	\$	\$	\$
	Internet Services	Lit	20 Gigabits		\$	\$	\$	\$	\$	\$	\$

BidSheet

****Notes****

Proposers shall provide a formal quote for internet services from July 1, 2019 through June 30, 2020 as District intends to pursue these services prior to the School and Libraries Division ("SLD") 2019 funding year.

\$_____ - Formal Quote for internet services from July 1, 2019 through June 30, 2020. (Attach Quote)

COMPANY NAME: _____

SPIN NUMBER: _____

PRINT NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

Email: _____

DATE: _____



Alejandra Gonzalez
Director of Purchasing Services

February 1, 2019

ADDENDUM NO. 2

ATTENTION ALL BIDDERS:

Please be advise of the following changes to RFP – 2018-159 – E-Rate 2019 Internet Services

******End date to RFP has been extended to February 15, 2019 10:00 AM.**

EXHIBIT B

Contractor's Response to RFP



SERVICE ORDER

Service Order Number 016360-02

This *Service Order* memorializes the agreement between McAllen I.S.D. (hereinafter referred to as the "Customer"), and Foremost Telecommunications (hereinafter referred to as "Foremost"), whereby Foremost will provide voice and/or data services in exchange for fees over the course of a definite term, all of which shall be governed by the *Master Services Agreement* signed by the parties and designated as MSA Number 011164-02, and all of which is more particularly described as follows:

Service Location: Crockett Elementary School
2185 N. Broadway
McAllen, TX 78501

☒ New Service
☐ Renew Service **Term: 36 Months**
☐ Convert Service
☐ Upgrade Service ☐ Month to Month

Voice Services

	Service	Quantity	Unit Cost	MRC	NRC
☐	Analog Line				
☐	PRI				
☐	DID				
☐	SIP Trunking				
☐	Long Distance Plan (48 Contiguous States)				
☐	Toll-Free Number				
☐					

Data Services

	Service	Quantity	Unit Cost	MRC	NRC
☒	Dedicated Internet Access 10 x 10 Gbps	2	\$4,495.00	\$8,990.00	\$0.00
☐	IP Address				
☐					

Customer Equipment

	Equipment	Quantity	Unit Cost	MRC	NRC
☐					
☐					

Nonstandard Voice Features

	Feature	Quantity	Unit Cost	MRC	NRC
☐	Caller ID Name				
☐	Out of Rate Center DID				
☐					

Additional Terms: Diverse routes to be provided. Term of the Services on this Service Order expire on June 30th, 2022.

The Services in this Service Order may be voluntarily extended by consent by both parties for additional one year terms up to a total of three additional years. All fees and taxes included as of 3/1/2019

TOTALS: \$8,990.00 \$0.00

Voice Services Details

Foremost voice services include standard features Call Forwarding, Remote Call Forwarding, Caller ID Number, Speed Calling, and Three-Way Calling. Call Waiting is also offered upon request at no charge.

Existing Lines to Convert

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

Lines in Hunt

Number of Lines in Hunt Group:

Hunting Type Preference:

Hunting Types: R=Regular Series Completion C=Circular U=Uniform Call Distribution

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

PRI, SIP Trunking, and DID Information

Quantity of Telephone Numbers Required:

PBX Manufacturer:

Required Digits (*four digits is standard*):

PBX Model:

Call Forwarding Options

Call Forwarding - Busy Line:

Call Forward To:

For Lines:

Call Forwarding - Don't Answer:

Call Forward To:

For Lines:

After Number of Rings:

Call Forwarding - Busy Line/Don't Answer:

Call Forward To:

For Lines:

After Number of Rings:

Remote Access to Call Forwarding:

For Lines:

*** Additional configuration information may be submitted on a separate attachment to this *Service Order*.

Long Distance Information (rates below only apply to long distance calls within the 48 contiguous United States)

Interstate Long Distance Rate: 3.9 cents per minute

Intrastate Long Distance Rate: 5.9 cents per minute

☐ Allow Calls Outside the 48 Contiguous United States (requires signed authorization)

☐ Alternate Long Distance Provider (requires signed authorization) Long Distance Carrier Identification Code:

Toll-Free Number Service

Toll-Free Number	Terminates To	Origination

Listing Information (White Pages and Directory Assistance only)

Name to be Listed:

☐ Maintain Existing Listing

Address to be Listed:

☐ Publish New Listing

Telephone Number to be Listed:

☐ Not Published

Name to Appear on Caller ID (limit 15 characters):

Additional Terms:

Foremost Telecommunications:

Customer:

Theodora Elorza
Signature of Authorized Representative

Theodora Elorza
Printed Name

Contract Administrator
Title

2/22/2019
Date

Signature of Authorized Representative

Printed Name

Title

Date



Response to Request for Proposal #2018-159

McAllen I.S.D.

Internet Services

ERATE 22

February 12, 2019

Foremost Telecommunications Corporation

515 E. Jackson St.

Harlingen, TX 78550

956-507-4014 (voice)

956-507-4015 (fax)



1/29/2019

Ms. Ercy Garcia
Senior Buyer
McAllen I.S.D.
4309 Warrior Drive, Building C
McAllen, Texas 78501

Dear Ms. Garcia,

Foremost Telecommunications Corporation would like to provide the district with Internet Services under the E-Rate program. Foremost Telecommunications Corporation is a phone company licensed by the Texas Public Utilities Commission and an E-Rate telecommunications provider (SPIN #143025467).

Foremost has significant experience providing service to school districts. Please find enclosed the response to your RFP #011019-329 for Internet Services.

Thank you for your consideration. If you have any questions, please feel free to call me at 956-507-4014 x4408 or 956-495-4444 (cell).

Sincerely,

A handwritten signature in black ink, appearing to read "L. L. Halcomb", is written above the typed name.

Lawrence L. Halcomb, Ph.D., President
Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550

COMPANY BACKGROUND

Company Information

Foremost Telecommunications is a Texas Corporation based in Texas. Foremost Telecommunications was incorporated in 1989 and started providing telephone service in 2002 under authority of the Texas Public Utilities Commission. Foremost Telecommunications is an E-Rate service provider in good standing (SPIN #143025467) and is regulated by the Texas PUC and the FCC.

Foremost Telecommunications provides telecommunications services throughout the Rio Grande Valley and state wide.

The main office address is as follows:

Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

info@foremosttelecom.com (our general email)
billing@foremosttelecom.com (billing)
support@foremosttelecom.com or support@foremost.tel (our support email)

Mercedes I.S.D. Project Management Staff

Carl Lerman, Project Manager
956-507-4014 x4482 lerman@foremost.tel
Larry Serrata, Project Manager
956-507-4014 x4454 serrata@foremost.tel
Debbie Wagner, Account Manager
956-507-4014 x4485 wagner@foremost.tel
Lawrence F. Halcomb, Inside Sales and Customer Service
956-507-4014 x4403 lawrence@foremost.tel
Chris Eastin, Network Operations
956-507-4014 x4481 eastin@foremost.tel

The primary project managers for products and services provided to Mercedes School District are Mr. Carl Lerman and Mr. Larry Serrata. Mr. Lerman and Mr. Serrata have over 70 years of combined experience in the telecommunications industry.

The primary account manager for billing and inside sales is Debbie Wagner. Ms. Wagner has over 30 years of experience in the telecommunications industry.

Senior management under the direction of the President Dr. Larry Halcomb has over 100 years of combined experience in the networking and telecommunications arena.

The Foremost broadband network was designed by a CCIE on staff and implemented under his guidance.

Foremost Telecommunications Corporation
Federal ID #75-2299731
SPIN #143025467
515 E. Jackson Street
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

General Narrative

Foremost Telecommunications Corporation is a telecommunications carrier (CLEC) licensed by the Texas PUC and regulated by both the Texas PUC and the FCC. Foremost is an E-rate Provider in good standing with USAC and has participated in the E-rate program since the E-rate One over twenty years ago. Foremost is a facilities based carrier and operates its own network.

Foremost Telecommunications' 498 ID/SPIN is 143025467 and FCC FRN is 0010601185. Foremost also has USAC "Green-light" status. We support both BEAR and SPI discount payment methods.

Foremost has provided telecommunications services for over 15 years. Foremost has a state wide organization distributed over its four physical offices and Foremost operated data centers. The Foremost Founder and President, Dr. Larry Halcomb, has over 35 years of experience. Every Foremost team (e.g. customer service, network operations, field operations, outside plant, etc.) is managed by a seasoned professional with 10-30 years of industry experience.

Technical Approach

Our network is directly connected to multiple worldwide Tier 1 providers in conjunction to direct peering in Dallas and hands off directly based on BGP routing. Dedicated Tier 1 upstream internet connections to Foremost currently include Level 3, NTT (Verio) at two different POPs, Cogent (two different POPs), PCCW, and Telia (pending). Using multiple carriers provides tremendous flexibility if a particular connection has problems. Please see included worksheet for number of hops between District and Tier 1 peering.

With its dark fiber investment in Dallas, Foremost has a direct physical equipment presence in the largest carrier hotels in Dallas (2323 Bryan, 400 N. Akard, 1950 Stemmons, 3000 Irving, and others) where numerous national internet exchanges are located. Foremost is located at these locations and has not just ordered circuits there. Foremost operates a fiber ring in the Dallas area tying these locations together. Foremost is directly connected to the Equinix Dallas exchange (Foremost already has a POP at this location) and adding East and West Coast peers out of different data centers.

Internet services are monitored by Foremost proactively at the interface level. Internal tickets are written proactively to address any issues. Bandwidth reports can be provided at regular intervals via email.

Foremost maintenance windows are after hours except for maintenance performed on an emergency basis. Potential service disrupting maintenance is performed between 12:00-6:00 am. Low risk maintenance is performed during the evenings after the business/school day is over taking into account our 24x7 customers.

Disaster planning is also an important activity at Foremost. Redundant power and equipment along with a simple design, common sense, and experienced personnel has served us well. We stock critical key components to allow us to effect repairs if it becomes necessary. Foremost owns its own equipment and uses both in house and outside contractor crews for repairs and splicing should it be necessary.

McAllen I.S.D. Section Response

Cancellation:

11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the awarded Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5)

11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the vendor.

Foremost acknowledges these requirements.

11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end

of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.

Foremost acknowledges this requirement.

11.4 Termination for Default: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:

11.4.1 Meet schedules;

11.4.2 defaults in the payment of any fees;

11.4.3 otherwise perform in accordance with these specifications.

11.5 Breach of contract or default authorizes District to exercise any or all of the following rights:

11.5.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;

11.5.2 District may take possession of all goods, fixtures and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

11.5.3 District reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of District. In such event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.

Foremost acknowledges this requirement, however, in the event of termination for cause Foremost must be given fair opportunity to cure. However, under no circumstances will Foremost be responsible for any costs incurred as a result of switching service providers.

4.0 TERM AND TERMINATION OF AGREEMENT - The period of the contract resulting from this RFP will be for a term of one (1) year with the option to renew for two (2) additional one (1) year term. Prices are to remain firm for the one (1) year term.

Foremost acknowledges this requirement.

4.1 Termination without Cause. District shall have the right to terminate this contract ("Contract") without cause on thirty (30) days written notice to the Proposer.

Foremost acknowledges this requirement.

4.2 Termination with Cause.

4.2.1 Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

4.2.1.1 Any conduct of the Proposer, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

4.2.1.2 Failure to provide evidence of liability insurance, as required.

4.2.1.3 Failure of Proposer to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

Foremost acknowledges this requirement, however, in the event of termination for cause Foremost must be given fair opportunity to cure.

10.5 Minimum Level of Support from Proposer Internet Services Provider ("ISP"):

10.5.1 Proposer ISP shall have technical support available in case of network trouble twenty four (24) hours per day, three hundred sixty-five (365) days a year.

Foremost acknowledges and meets this requirement. Please see the Support and Escalation Document included with this proposal.

10.5.2 Proposer ISP shall provide a minimum of seventy-two (72) hours' advance notice of any configuration or maintenance performed that might affect services provisioned to the District. Any interruption of service that does not occur during the specified times or is not caused by configuration or maintenance will be considered a "service outage" and shall result in a service credit based on report provided by Proposer. Any deviation from those times must be approved by District in writing thirty (30) days prior.

Foremost acknowledges this requirement.

10.5.3 Proposer ISP shall perform all configurations or maintenance that might affect services provisioned to the District between the hours of 12:00 AM CST and 6:00 A.M CST.

Foremost acknowledges this requirement. Barring emergency circumstances, potential service disrupting maintenance is performed between 12:00-6:00 am. Low risk maintenance is performed during the evenings after the business/school day is over taking into account our 24x7 customers.

10.5.4 Proposer ISP shall monitor all services provisioned to the District. This monitoring service shall provide notification to the District in case of any service outage. Notification shall be made via telephone, to a pre-defined contact person, within five (5)

Foremost will immediately notify the District via either its supplied contact number or an email address supplied by the District whenever Foremost detects an outage that is affecting the District.

10.11 Technical Support and Hardware Maintenance:

10.11.1 Proposer shall provide technical support services to the District's staff and management.

Foremost acknowledges this requirement. Please see the Support Escalation document included with this proposal.

10.11.2 District requires a comprehensive technical support capability to ensure the performance of network components, both those currently installed and those additional components and technologies that will be added through projects such as those described within this RFP.

Foremost acknowledges this requirement. Please see the Support Escalation document included with this proposal.

10.11.3 Proposer's solution must provide assessment, strategy, design, implementation and operational services to help the District manage its centralized, distributed, desktop and network environments.

Foremost acknowledges this requirement insomuch as it relates to providing Internet Services under the scope of this proposal.

10.11.4 Proposer shall demonstrate the ability to achieve the desired support environment by implementing a technical support project management approach.

Foremost acknowledges this requirement. Please see the Support Escalation document included with this proposal.

10.12 Support Personnel Required from Awarded Proposer:

10.12.1 Project Manager -This resource will establish a framework for project communications, reporting, procedural, and contracting activity, management of the execution of the work plan staffing requirements, and client.

Foremost acknowledges this requirement. The primary project manager for the proposed internet services to the District is Mr. Larry Serrata. Mr. Serrata would arrange meetings

and conference calls with the district and coordinate implementation of the services proposed in this response.

10.12.2 Dispatch – Level One Call-in Support: This resource will be the initial point of contact and the first to receive calls for incoming District requests, problem logging, first level troubleshooting and support, warm transfer to level two support functions, and dispatch of on-site technical resources for network problem resolution as required.

Foremost acknowledges this requirement. Please see the Support Escalation document included in this proposal for information on contacting the support team for any issue encountered by the District.

10.12.3 Field Technical Support: The primary responsibility of this type of resource is to provide on-site network problem diagnosis and resolution. Specifically, this resource shall have previous experience with the District's installation of internet related products and internet service equipment, to include, but not limited to, Cisco, Dell, Sonic, Palo Alto products and the installed network environment.

Foremost acknowledges this requirement.

10.13 Proposer shall address their capabilities in areas to include, but not limited to;

10.13.1 Project planning and communications

10.13.2 Quality assurance procedures

10.13.3 Project coordination experience as a single Proposer or "prime" systems integrator, and Project completion criteria.

Foremost acknowledges these requirements and has addressed them extensively in other sections of this response.

10.14 Proposer shall work closely with the District project manager to ensure project delivery, effective management of project resources and, communication.

Foremost acknowledges this requirement.

10.15 Proposer is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware, and consumables for the system(s) installed. Proposer shall perform all terminations and connections.

Foremost acknowledges this requirement inasmuch as it relates to providing Internet Services under the scope of this proposal.

10.16 References to specific part numbers and manufacturers that meet the requirements of District are contained in this SOW. District must approve the manufacturer and model of the parts proposed by the Proposer prior to the start of the installation. District standardized cabling components from Panduit or equal. District prefers that all new structured cabling utilize Panduit or equal.

Foremost acknowledges this requirement inasmuch as it relates to providing Internet Services under the scope of this proposal.

10.17 Project Guidelines:

10.17.1 All work shall be administered with safety in mind.

Foremost acknowledges this requirement.

10.17.2 Proposer is responsible for their tools, ladders, wiring, and any/all other equipment.

Foremost acknowledges this requirement.

10.17.3 All work shall be performed during normal working business hours.

Foremost acknowledges this requirement.

10.17.4 An amendment shall be required for any/all changes in the SOW and shall be approved by District representative.

Foremost acknowledges this requirement.

10.17.5 Equipment shall include a three (3) year full coverage, replacement warranty.

Foremost acknowledges this requirement inasmuch as it relates to providing Internet Services under the scope of this proposal.

10.17.6 Proposer is responsible for all equipment and material until the District accepts work as complete and payment is made by the District to the Proposer indicating contract is satisfied.

Foremost acknowledges this requirement.

10.17.7 Necessary parts for complete professional installation shall be provided by the Proposer.

Foremost acknowledges this requirement.

10.17.8 A District representative shall conduct a physical check to determine if all installations are safely secured and in working order, prior to submitting payment.

Foremost acknowledges this requirement.

10.17.9 All cross-connects and patch cords used in the MDF and IDF shall be installed and provided by the Proposer for each piece of equipment installed.

Foremost acknowledges this requirement.

10.17.10 Three inch conduits shall be provided by Proposer in new building construction only. Retrofitting older buildings with new cabling shall require the backbone cables to be run in a cable tray.

Foremost acknowledges this requirement inasmuch as it relates to providing Internet Services under the scope of this proposal.

10.17.11 All portions of the work and the finished product must conform to local, state, and national safety requirements, including but not limited to, regulations regarding fire suppression and asbestos. District facilities department shall provide written assurance that the cable path and node locations are free from asbestos. Contractor shall make no penetration of any surfaces in the absence of such written assurance.

Foremost acknowledges this requirement.

10.17.12 No splicing of any type shall be allowed on any copper cable.

Foremost acknowledges this requirement.

10.17.13 Telecommunications Industry Association ("TIA"), and Electronic Industries Alliance ("EIA") publishes standards using International Organization for Standardization ("ISO") Meters Kilograms Seconds ("MKS") units. All labeling and documentation will use ISO MKS units. English units may be provided parenthetically, but English units may not be substituted in place of ISO MKS units.

Foremost acknowledges this requirement.

10.18 Special Terms and Project Completion:

10.18.1 Proposer shall abide by start and completion dates for each section. Proposer shall submit an extension request to the DOT Executive Director for any uncontrollable circumstances.

Foremost acknowledges this requirement.

10.18.2 All devices shall be online and operational on the given date, perform in the manner that they are intended, and be accepted in working order by the District.

Foremost acknowledges this requirement.

10.18.3 Proposer shall be responsible for a complete installation consisting of, but not limited to, programming of switches, routers, controllers, and all other components necessary for turnkey installation.

Foremost acknowledges this requirement.

10.18.4 Proposer shall notify the District of any hardships they encounter pertaining to cabling. All work stated in this document shall be complete and accepted as complete by the District.

Foremost acknowledges this requirement.

10.18.5 If Proposer fails to complete work by completion date the Proposer shall forfeit the sum of one thousand five-hundred (\$1500.00) dollars a day, until all work is 100% complete. All work shall be accepted by the District as complete.

Foremost already has most of the necessary components to deliver the proposed service as specified in place, and therefore does not foresee any scenario where services are not implemented on time. However, under no circumstances will Foremost accept the forfeiture as described above.

10.21 Onsite Personnel:

10.21.1 District requires Proposer to have a systems engineer to assist with network maintenance of internet service connections. Proposer shall assign the network maintenance person with the following requirements:

10.21.1.1 Proposer shall require background check for all on-site personnel.

Foremost acknowledges this requirement.

10.21.1.2 At least five (5) years' experience in the installation, configuration, troubleshooting, and maintenance of wide area network and local area networks the size of the District network or larger.

Foremost acknowledges this requirement.

10.21.1.3 Proposer shall be required to cabinet, stack, configure, program, and connect all equipment patch panel to network equipment, include all patch cords (fiber or copper necessary).

Foremost acknowledges this requirement.

10.21.1.4 Proposer shall provide patch cords, connectors, electrical cords, cords/connectors/patch panel and installation brackets necessary for installation. District shall not be responsible for storage of equipment before installation.

Foremost acknowledges this requirement inasmuch as it relates to providing Internet Services under the scope of this proposal.

10.21.1.5 Proposer shall be available on site within four (4) hour of being notified.

Foremost acknowledges this requirement.

10.21.1.6 After installation, Proposer shall submit all documentation to support the warranty requirements in accordance with the warranty requirements, and to apply for said warranty on behalf of the District. The warranty shall cover the components and labor associated with the repair/replacement of any defective link within the warranty period when the defect is a valid warranty claim.

Foremost acknowledges this requirement inasmuch as it relates to providing Internet Services under the scope of this proposal.

The Foremost Solution:

Option 1: 1 Connection to either 2185 N. Broadway & 7800 N. Ware

The proposed connection in this option could be located at either Crockett Elementary School or Fossum Middle School and would home back to the Foremost McAllen Point-of-Presence (POP). The Foremost McAllen POP is on the greater Foremost Rio Grande Valley ring and has diverse entrance and routes both directions on the ring. Please see the maps included with this proposal for further details.

Option 2: 2 Connections to both 2185 N. Broadway & 7800 N. Ware

Option 2 provides a connection between Crockett ES and the Foremost McAllen POP and a separate, diverse connection between Fossum MS and Foremost's Edinburg POP. (Please note: the monthly cost listed in the pricing table is for each individual connection, as opposed to one single cost that includes both connections.)

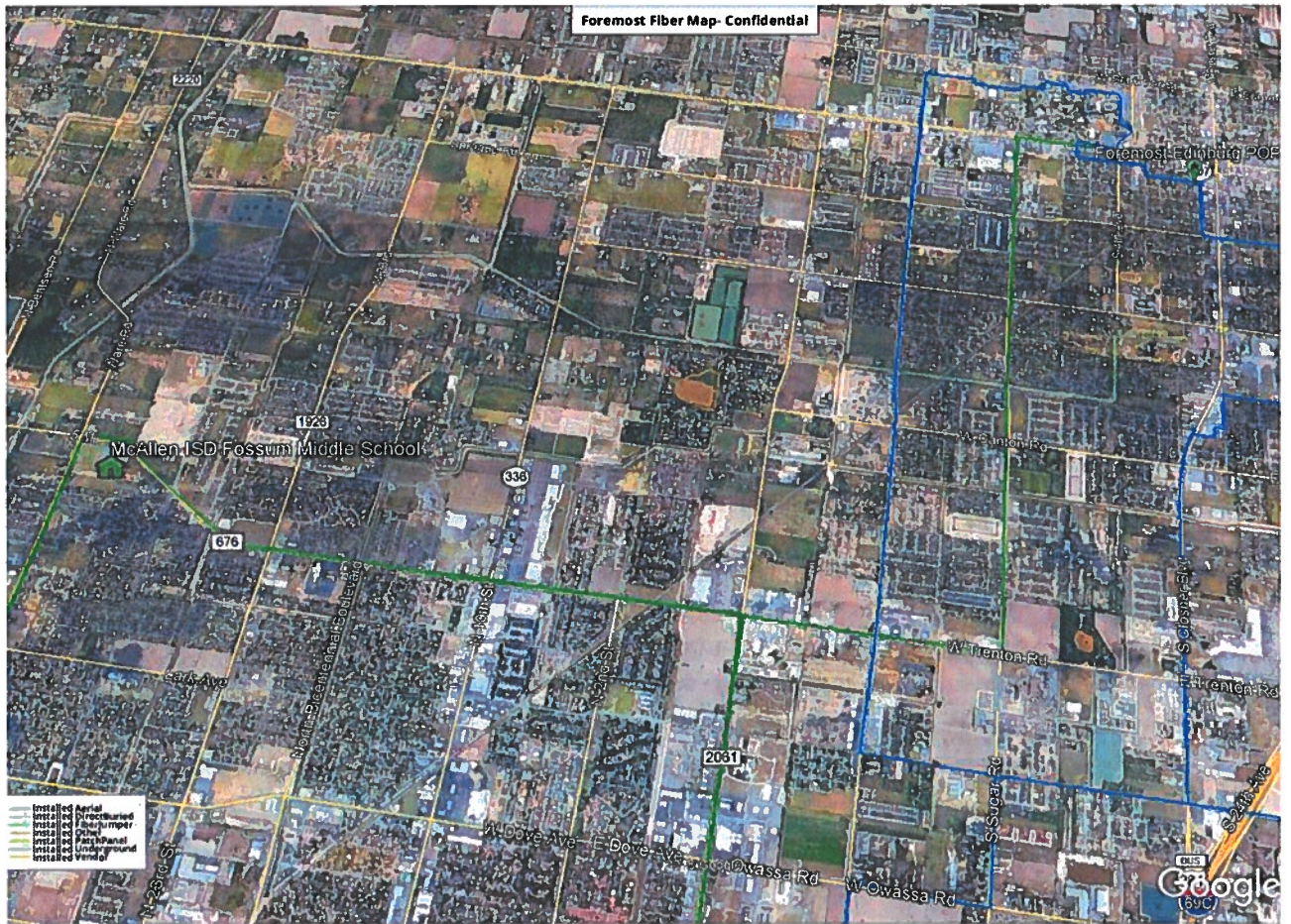
In the event that the District chooses to award Foremost a connection at each site, Foremost has engineered the transport for maximum resiliency. In order to achieve this, Foremost has designed a route between Fossum MS and the Foremost McAllen POP and a route between Crockett ES and the Foremost Edinburg POP. Both Foremost POPs are on greater Foremost Rio Grande Valley ring and route both directions on the ring. These routes both leverage existing Foremost fiber infrastructure, along with some new fiber construction, in order to deliver service that has no single point of failure. In other words (and as shown in the included route maps), neither route converges with the other route, and as such is extremely resilient. In no event under this option would a single fiber cut impact both District Sites. Additionally, if the District chooses dual 20Gbps connections, Foremost could home each location to both POPs (e.g. Crockett would have a diverse routes 10Gbps each to both Foremost McAllen and Edinburg POPs and Fossum would have diverse routes 10 Gbps each to both Foremost McAllen and Edinburg POPs).

Option 3: 1 diverse Connection to 7800 N. Ware

Option 3 provides a connection between Fossum MS and Foremost's Edinburg POP for 10 Gbps ports. The Foremost Edinburg POP is on the greater Foremost Rio Grande Valley ring and routes both directions on the ring. Please see the maps included with this proposal for further details. In the case of 20Gbps, Foremost could route to both Edinburg POPs and McAllen POPs.



Proposed connection from Foremost Edinburg POP to Fossum



Foremost Rio Grande Valley Fiber Ring (blue is underground)

Foremost major POPs in McAllen, Edinburg, Harlingen, Brownsville, Weslaco with both Harlingen and McAllen as major internet POPs.

Note that a single fiber cut does not cause an out of service situation.

Note that a single major internet POP failure does not cause an out of service situation.



Foremost Telecommunications Corporation (Foremost)
Federal ID #75-2299731
SPIN #143025467
5757 Alpha Rd.
Suite 110
Dallas, TX 75240
(469) 554-4014 voice
(469) 554-4015 fax

Foremost Confidential

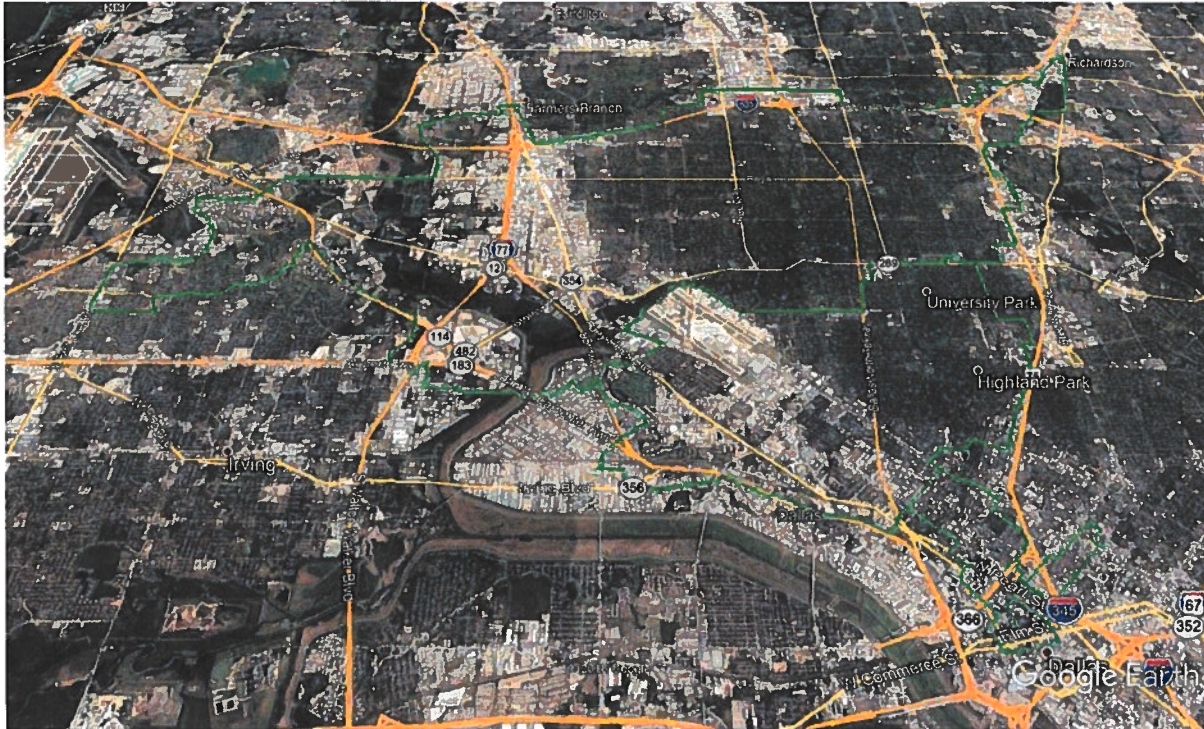
Data/Internet Background and Capabilities

Foremost Telecommunications Corporation is a telecommunications carrier (CLEC) licensed by the Texas PUC and regulated by both the Texas PUC and the FCC. Foremost is an E-rate Provider in good standing with USAC and has participated in the E-rate program since the first round twenty years ago. Foremost is a facilities based carrier and operates its own network.

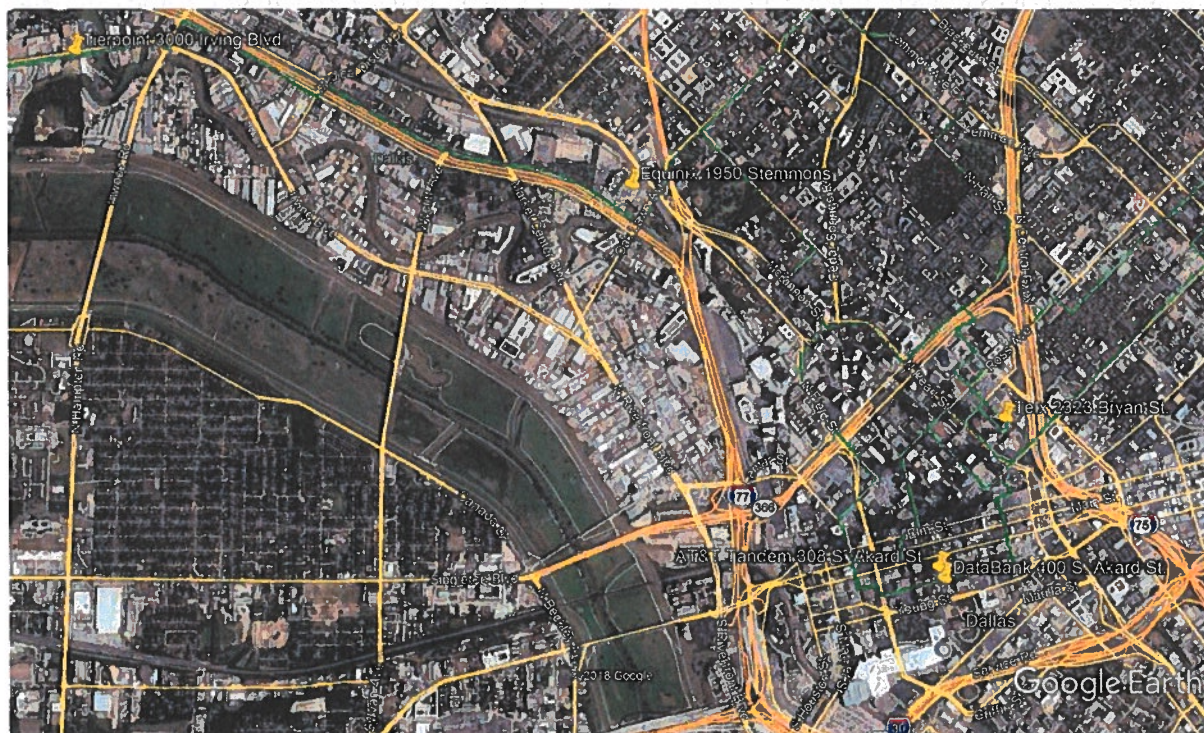
Foremost has been providing telecommunications services for over 15 years. Foremost has a state wide organization distributed over its five physical offices and Foremost operated data centers. The Foremost Founder and President, Dr. Larry Halcomb, has over 35 years of experience. Every Foremost team (e.g. customer service, network operations, field operations, outside plant, etc.) is managed by a seasoned professional with 10-30 years of industry experience.

By investing in dark fiber in the Dallas area (the de-facto internet hub of the Southwest region) and establishing its own POPs, Foremost has a direct presence in the largest carrier hotels in Dallas. Adding peering and increasing capacity is simple given the emphasis and investment Foremost has made in fiber connectivity. Foremost has also placed a general emphasis on connectivity to major carriers organization wide so that builds are not necessary to increase capacity in any area, whether it be peering, cloud, or lit/dark transport.

The existing Foremost Dallas Fiber Ring is pictured below. The diverse underground ring includes diverse entrance to two Foremost data centers where collocation and hosting are available.



The Dallas Central Business District ring is pictured below:



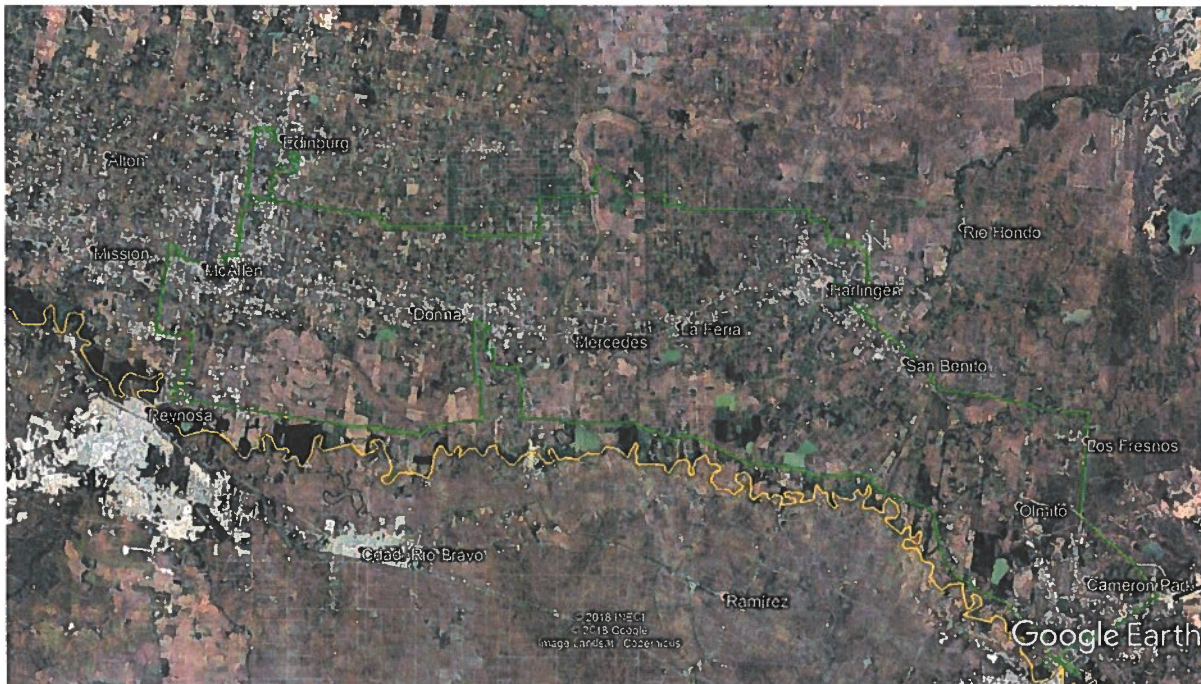
Foremost has an existing physical presence (equipment, diverse fiber, or both) at the following Dallas carrier hotels:

AT&T Addison CO	5820 Alpha Rd	Dallas
Equinix DA1/DA3	1950 Stemmons	Dallas
AT&T Riverside Tandem	308 S Akard St	Dallas
Telx MMR	2323 Bryan	Dallas
Foremost Alpha Data Center	5757 Alpha Rd.	Dallas
Frontier Irving XA LSO	3500 N Belt Line Rd	Irving
Tierpoint Data Center	3000 Irving Blvd	Dallas
Level 3/CenturyLink POP	5757 Alpha Rd., 2nd floor	Dallas
Databank MMR	400 S. Akard St., Basement	Dallas

The Equinix exchanges are major peering locations where Foremost already has equipment and direct fiber cross connect capability. There are numerous regional and smaller exchanges in these locations that Foremost can easily add additional peering to, should it be worthwhile. All in all, Foremost has fiber direct cross connect access to over 300 carriers on its Dallas Fiber Ring, including every major carrier in Texas.

The Foremost internet backbone currently consists of numerous distribution POPs, which includes more than 15 POPs in Laredo and the Rio Grande Valley. Foremost has designed and built hundreds of miles of fiber to deliver services to its customers in South Texas. This fiber is used to deliver a variety of data and voice services to school district, government, and enterprise customers. Foremost provides WAN services, and/or gigabit level Dedicated Internet Access services using Foremost built fiber to many school districts.

Foremost operates a diverse underground fiber ring which it uses to feed its distribution networks throughout the Rio Grande Valley. The Foremost RGV Fiber Ring is pictured below.



At each location, Foremost has built a distribution network and these networks are growing. Other locations and distribution networks are planned as well to support growth.

Foremost has also significant Laredo/Rio Grande Valley carrier connectivity. Foremost has built direct fiber interconnections (e.g. 24 strand fiber or higher) to AT&T in multiple locations, CenturyLink/Level 3, VTX in many locations, Windstream in multiple locations, and others.

Foremost also operates a major POP in Laredo, where it has built fiber to three other carrier POPs, is near net to several other carrier POPs, and has constructed its own fiber in the area.

The Rio Grande Valley and Laredo networks as a whole are fed from multiple directions with traffic flowing to/from Dallas, Corpus Christi, and San Antonio. Foremost is currently augmenting its lit transport and will be making use of leased dark fiber to increase capacity as necessary (plans in this area can discussed under nondisclosure).

The Foremost owned and operated data centers in South Texas (Corpus Christi, San Antonio, Harlingen, McAllen), consistent with Foremost philosophy, have fiber connectivity to a large number of carriers. The Foremost location at 606 N. Carancahua St. has access to over 10 major carriers. The Foremost location at 100 Taylor St. (two leased suites in the building in addition to a full rack in the building MMR) has access to over 30 carriers, most of them major carriers. The Foremost locations in Harlingen/McAllen have access to over 20 carriers, most of them major carriers.

Foremost has its own offices and data centers in Harlingen, McAllen, San Antonio, and Corpus Christi, which include redundant power and generator capability.



FOREMOST SERVICES PORT AVAILABILITY SERVICE LEVEL AGREEMENT ("SLA") PERFORMANCE GUARANTEE

This SLA provides a guarantee of the percentage of time a network Port is available for Customers use.

1. COMMITTED PORT AVAILABILITY.

Foremost will maintain the following monthly Port availability, as applicable, or Foremost will provide Customer with the remedies described in Section 3.

(A) End-to-End Port Availability.

- (1) Foremost-Provided Dedicated Local Access. Foremost will maintain 99.9% or greater end-to-end Port availability ("Committed Port Availability") for each Port that utilizes Foremost-provided dedicated local access.

(B) POP-to-POP Port Availability

Foremost will maintain 100% percent POP-to-POP Port Availability ("Committed Port Availability") for each Port that utilizes Customer-provided local access and traverses POP-to-POP.

2. PORT AVAILABILITY CALCULATION

2.1 Calculation. Port availability is calculated monthly as follows:

$$\frac{(24 \text{ Hours} \times \text{Days in Month}) - \text{Port Outage Time (hours)}}{(24 \text{ Hours} \times \text{Days in Month})} = \text{Port Availability}$$

2.2 Components Included in Port Availability. Port availability is calculated based on the performance of:

- (A) Foremost-provided local access facilities; and
- (B) Foremost network components

2.3 Outage Time. Excluding outages caused by the factors listed below, outage time ("Outage Time") is the total time in a month that a Customer's Port is unable to transmit or receive. Outage Time is measured from the time Foremost opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages of less than five minutes duration, or time attributed to Customer's delay in responding to Foremost's requests for assistance or access in order to repair an outage. Outage Time will not include outages caused by:

- (A) failure of any component not included in subsection 2.2 above;
- (B) failure of Customer-provided local access facilities used to access the Foremost Network;
- (C) scheduled maintenance from 12:00 A.M. – 6:00 A.M., Local time;
- (D) failure of any components that Foremost cannot correct because Customer is inaccessible;
- (E) troubles resolved as “No Trouble Found”;
- (H) Customer’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the Services;
- (I) force majeure events;

3. PORT AVAILABILITY REMEDY

If Customer believes that Foremost has failed to meet its Committed Port Availability, Customer must contact its Foremost Account Manager. Upon Foremost’s verification that the actual Port availability is below the Committed Port Availability, Foremost will issue a service credit (“Service Credit”) to Customer. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 4.

<u>Total Monthly Outage Time</u>	<u>Service Credit*</u>
Less than or equal to 4 hours	1-Days Service Credit
Greater than 4 hours	1-Days Service Credit plus 1-Day Service Credit for each four hours of Outage Time in excess of four hours

* 1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month. N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit.

4. MAXIMUM SERVICE CREDITS.

4.1 Monthly Service Credit. Service Credits issued in any month for a Port under this SLA will not exceed the monthly recurring charges for the affected Port.

4.2 Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under this SLA will not exceed 20% of Customer’s total Services invoiced during that Contract Year.

Foremost Support and Escalation

Main Numbers:

361-929-4400	(Corpus Christi)
469-554-4400	(Dallas)
956-284-4400	(Laredo)
956-507-4400	(Rio Grande Valley)
210-239-4400	(San Antonio)

Tier I

Call your local number listed above and follow the prompts to report trouble. Please have the following information available:

- Description of the problem
- Location and access hours
- Local Contact
- Telephone number for after hours (cell phone please)

Make sure to receive a ticket reference number; this number allows us to quickly look up the progress on resolving your trouble should you call again. You can also send the above information to support@foremosttelecom.com and you will receive a ticket number via email or a return telephone call.

If this is an emergency and you do not get a quick response you can also call our emergency outage number which is 1-800-503-4672 and give the operator the above information.

Tier II

After two or more hours from initial contact, if you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier II. Call the same number listed above, and after the prompt dial the extension below.

Deborah Wagner
Ext 4405
wagner@foremost.tel

Tier III

If after four hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier III.

Christopher Eastin
Ext 4481 or 956-867-2433 (cell)
eastin@foremost.tel

Tier IV

If after eight hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier IV.

Larry Halcomb
Ext 4408 or 956-495-4444 (cell)
halcomb@foremost.tel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078	CONTACT NAME: Greg Klement	
	PHONE (A/C, No, Ext): (972) 562-7455 FAX (A/C, No): (972) 562-7129	
	E-MAIL ADDRESS: greg@klementagency.com	
INSURED Foremost Telecommunications Corporation P.O. Box 261160 Plano TX 75026-1160	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: LIBERTY MUTUAL	051116
	INSURER B: TEXAS MUTUAL INSURANCE	019746
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	BKS1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	BAA1957332862	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			USO1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 RETAINED LIMIT \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF0001290033--18	07/01/2018	07/01/2019	☒ WC STATUTORY LIMITS ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY	X	X	BKS1957332862	09/13/2018	09/13/2019	BUILDING LOC #4 368,732 CONTENTS (4 TOTAL LOC) 298,822 DEDUCTIBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

AI 112022

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax: () -

101

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
P.O. Box 261160

6 City, state, and ZIP code
Plano, TX 75026

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

 or
 Employer identification number

7	5	-	2	2	9	9	7	3	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here Signature of U.S. person ▶ *Joshua E. George* Date ▶ 02/17/2018

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ALEJANDRA GONZALEZ
Director of Purchasing Services

January 16, 2019

McAllen Independent School District (the "District") invites your submittal on:

Request for Proposal No. 2018-159 - E-Rate 2019 Internet Services

Submittals shall be received **no later than** 10:00 AM local time, February 13, 2019 via one of the following:

- electronic submittals through Public Purchase, <https://www.publicpurchase.com/gems/login/login>;
- mail*; or
- hand-delivered*.

*The District *prefers* to receive submittals electronically; however, we will accept submittals on a CD, pin drive, in a sealed envelope via mail, or hand delivered with **envelope marked as follows**:

Purchasing Services McAllen ISD
Attn: Ercy Garcia
Request for Proposal No. 2018-159 - E-Rate 2019 Internet Services
4309 Warrior Drive, Bldg. C
McAllen, Texas, 78501

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

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Public Purchase website, <https://www.publicpurchase.com/gems/login/login>, no later than 10:00 AM, February 8, 2019. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

Thank you,

Alejandra Gonzalez
Director of Purchasing Services

SECTION A
GENERAL TERMS AND CONDITIONS

McAllen Independent School District
General Terms and Conditions
Request for Proposal

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a proposal to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Invitation for Request for Proposal ("RFP"). The Specifications and Scope of Work in the RFP will take precedence over the General Terms and Conditions when they are in conflict. Prospective Proposers are responsible for familiarizing themselves with all aspects of the process for the Request for Proposal.

1. Proposer Guarantee:

- 1.1 Proposer agrees to comply with all terms and conditions contained in this document and the RFP.
- 1.2 Proposal must comply with all federal, state, county, and local laws concerning these types of goods/services.
- 1.3 Proposer guarantees products/services offered will meet or exceed the written specifications identified in the RFP.
- 1.4 Proposer agrees to protect the District from claims involving infringement of patents or copyrights.
- 1.5 Minimum Standards for Responsible Prospective Proposers: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective Proposer must affirmatively demonstrate Proposer's responsibility. District may request representation and other information sufficient to determine Proposer's ability to meet the following minimum standards:
 - 1.5.1 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
 - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
 - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
 - 1.5.4 be able to comply with the required or proposed delivery schedule;
 - 1.5.5 have a satisfactory record of performance;
 - 1.5.6 have a satisfactory record of integrity and ethics;
 - 1.5.7 be otherwise qualified and eligible to receive an award.
- 1.6 Contract: This proposal, when properly accepted by District, shall constitute a contract equally binding between the awarded Proposer and District. Different or additional contractual terms may become a part of this contract.
- 1.7 Conflict of Interest: Any purchase order or contract resulting from this process shall be considered null and void if the awarded Proposer fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Contractors And Other Persons; Conflict of Interest Questionnaire Form CIQ.
- 1.8 Criminal History Record Information Review: Proposer agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. Proposer, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. Proposer agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. Proposer agrees that if awarded a contract, Proposer will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. Proposer further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. Proposer further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are

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present.

- 1.9 HB 89: Anti-BDS: Proposer verifies it does and will not boycott Israel during the term of the contract, pursuant to Texas Gov't Code §2270.
- 1.10 Sec. 2252.152. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.
A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.
- Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
 - Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.
- 1.11 Form 1295. Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to District before Respondent may enter into a contract with that business entity. **Form must be completed online.** If this is your first time to access the Texas Ethics Commission (TEC), you will be required to create an account and establish a user name and password. This will require for you to have a valid email address and know your email user name and password as you will be required to access your email to validate your identity. After creating a user name and password at TEC, you will log in and begin completing Form 1295. Completing Form 1295 will require a contract number, which identifies and ties the form to the District's contract number; which is the assigned Bid No. for this solicitation.
- How to complete Form 1295:
- Go to website:
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - Enter Required information
 - Print form
 - Submit with proposal
- 1.12 Campus Visitation Procedures: If Proposer is awarded a contract which requires on-site visit, Proposer must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.
- 1.13 Representations: Proposer represents that the products/services provided by Proposer hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days' notice terminate this Contract and receive the pro-rata portion of the contract sum paid to Proposer by District for the unexpired term of the Contract.
- 1.14 Proposer, in submitting this proposal, agrees that District shall not be liable to prosecution for damages in the event that District declares Proposer in default.
- 1.15 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your proposal. Both unit prices and extension must be submitted. Unit prices shall govern.
- 1.16 ADHERENCE TO SPECIFICATIONS AND ANTI-COLLUSION: Proposer is responsible for reading the instructions and specifications to Proposer. Each Proposer by making his proposal represents that he has read and understands the proposal documents and his proposal is made in accordance therewith. Signing this proposal affirms that your company will enter into a binding contract with District for products/services awarded to your company. Proposer, by signing and executing this proposal, certifies and represents to the District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; Proposer also certifies and

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represents that Proposer has not offered, conferred or agreed to confer any 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; Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; Proposer certifies and represents that it has not now 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 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.

- 1.17 **Bid Guarantee:** Bid bonds may be required for certain bids/proposals in excess of \$25,000, if stated in the RFP. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check or cashier's check in an amount not less than 5% of the total maximum amount bid/proposed, payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Proposer, upon acceptance of his proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his proposal, and the bid guarantee shall be available toward offsetting such difference.

- 1.18 **Performance and Payment Bonds:** Payment bonds are required on construction projects costing \$25,000 or more. Performance bonds are required on construction projects costing \$100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFP. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.

- 1.18.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.
- 1.18.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).
- 1.18.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas.
- 1.18.4 A separate performance or payment bond **MUST** be provided for each contract awarded and must reference the contract number(s) for which the bond is provided.
- 1.18.5 All references to the bond by Proposer and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.
- 1.18.6 Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of \$100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of \$100,000 from a United States Treasury listed reinsurer.

2. **General Provisions**

2.1 **Term of Contract and Purchase Order Dates:**

- 2.1.1 The RFP shall state the term of the contract and applicable extensions.
- 2.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the awarded Proposer(s).
The purchase order number must appear on all itemized invoices and packing slips.
District will not be held responsible for any orders placed/delivered without a valid signed purchase order.

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- 2.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Proposers may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.
- 2.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.
- 2.1.5 Grace Period: District requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.
- 2.1.6 District reserves the right to reorder from this proposal for the term of the contract at the proposed award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.
- 2.2 Shipment Identification and Delivery: Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each RFP. The following shall be applicable unless in conflict with specific contract instructions.
 - 2.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.
 - 2.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by Proposer.
 - 2.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.
- 2.3 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Proposer's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by Proposer. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to Proposer at Proposer's risk and expense or disposed of in accordance with District procedures. Proposer may request that goods be held at Proposer's risk for a reasonable period of time for later disposition at Proposer's expense. Latent defects may result in revocation of acceptance of any product.
- 2.4 Late Delivery: If a delivery delay is foreseen, Proposer shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. Proposer must keep the District advised at all times of the status of the order. If Proposer has orders in their possession which have not been completed within the specified delivery time, the District reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- 2.5 Back Orders: The District may purchase on the open market any commodity reported by a Proposer to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.
- 2.6 Damage Assessment: If a Proposer is in default on an order, the District reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to Proposer. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of Proposer from the District's Centralized Master Contractors List (CMBL).
- 2.7 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the awarded Proposer is requested to supply the needed material immediately, if possible. If the awarded Proposer cannot respond, then the emergency requirement may be purchased on the open market. The District or Proposer shall not consider such purchases a breach of contract.
- 2.8 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require Proposer to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. Proposer must contact the qualified ordering entity prior to shipment of the approved substitution.
- 2.9 Purchases Off Contract: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may be identified in the RFP. Proposers are to allow for such purchases provided purchase orders are issued for these purchases.
- 2.10 References: District may request Proposers to supply, with this proposal, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
- 2.11 Proposals from unresponsive Proposers will not be accepted. Proposers having a history of inconsistent

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- service and unreliability will not be considered by the District to be a responsible Proposer.
- 2.12 Proposer will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Proposers are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.
- 2.13 Notice: Any notice provided by this proposal (or required by Law) to be given to the awarded Proposer by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in McAllen, Texas, by Registered or Certified mail, addressed to the awarded Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 2.14 Venue: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
- 2.15 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 2.16 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by Proposer at the time of submittal of the proposal. The absence of a written list of specification deviations will hold Proposer strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
- 2.17 Proposers that fail to comply with the conditions of the RFP may be removed from the District's Centralized Master Contractors List for a period of two years.
- 2.18 Proposers wishing to reinstate their status must request it in writing at the end of the two-year period.
3. Preparation of Proposal:
- 3.1 Freight Charges & F.O.B. Point: Quote all proposals F.O.B. destination, transportation prepaid and allowed, i.e., included in the price proposed, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the DISTRICT.
- 3.2 Proposal prices must be firm for acceptance for 120 days from proposal opening date unless otherwise specified in the RFP. Proposal prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the proposal documents. Refer to Section 7 for additional information regarding proposal prices.
- 3.3 Usage Figures: Quantities shown on the RFP under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period indicated in the RFP. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Proposers but only in such quantities as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the proposal sheet. Proposals are requested on these items as well.
- 3.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate type and quality desired. Proposals for brands of like nature and quality will be considered. Proposer should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If proposing other than the referenced example, Proposer must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a Proposer takes no written exception to the referenced example in the proposal, the brand names, numbers, etc., exactly as specified in the RFP shall be furnished.
- 3.5 Condition of Products: All items proposed shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFP.
- 3.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

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- 3.7 Unit of Measure: If offering a proposal price for a different unit of measure, the exception and proposed packaging must be shown by the line item proposal.
- 3.8 Alternate Proposals: Alternate or supplemental proposals shall be submitted as a separate item and be identified by Proposer's name and signature and be cross-referenced to the applicable item in the RFP.
- 3.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to Proposer on request at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with Proposer's name, address, proposal opening date and proposal number. Do not attach samples to proposal pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:

Attn: Purchasing Services
McAllen Independent School District
4309 Warrior Dr. Bldg. C
McAllen, TX 78501-7734

- 3.10 Signature on Proposal: Electronic signatures are acceptable. The person signing the proposal must have authority to bind the represented company to a contract. An unsigned proposal cannot be signed after the proposal opening time even though Proposer or a representative is present at the proposal opening.
- 3.11 Attachments: Proposers may include attachments to describe commodities being proposed and/or to exhibit that products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the proposal in writing. **WARNING:** Any added terms or conditions may result in disqualification of a proposal, e.g., proposals subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.
- 3.12 Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating to the necessary information will be issued/posted to website. It is Proposer's responsibility to view the Public Purchase page regularly, or prior to submitting a response, to ensure that no addenda or additional information have been issued for the solicitation. The web address is <https://www.publicpurchase.com>.
- 3.13 Discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being proposed or by submitting a separate page with the information. These discounts will not be considered in determining the low proposal but will be part of any contract issued.
- 3.14 Proposal Preparation Expense: Any expense related to the submission of a proposal is the sole responsibility of the Proposer. The District will not reimburse Proposers for any cost related to proposal preparation or submission.
- 3.15 All Proposers doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification.
- 3.16 All Proposers must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use as part of Contractor Certifications Form.
- 3.17 Form 1295: The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 may be submitted with your proposal and is required as condition of award. Please go to website below and complete. Form must be completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

4. Submission of Proposal:

- 4.1 No Bids: To remain on Proposer's list, "NO BIDS" must be submitted by Proposers wishing to remain on the District's Centralized Master Contractors List (CMBL). Continued submittal of

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"NO BIDS" will result in Proposer being removed from the District's Centralized Master Contractors List (CMBL). Proposers not submitting proposals or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Contractors List (CMBL). The District is not responsible for any errors occurring as a result of this procedure.

- 4.2 Public Proposal Opening: Proposals are opened in a manner to avoid disclosure of contents to competing Proposers and the contents are kept secret during the process of proposal negotiations. A copy of the proposal tabulation is usually available for public review after proposal awards. Tabulation information is available for download the day after award from our website at <http://www.mcallenisd.org/purchasing/notice-award/>
- 4.3 Late Proposals: Late proposals will NOT be considered. The District will not be responsible for mis-sent or misplaced proposals.
- 4.4 Amending/Withdrawing Proposal: A proposal cannot be altered or amended after the proposal opening date and time. Any alterations made before the opening date and time shall be initialed by Proposer or Proposer's authorized agent identified in the proposal. No proposal can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.
- 4.5 Proposal Package(s): The District encourages and prefers proposals submitted on District RFP form(s) electronically; however, DISTRICT will be accepting sealed packages on CD, USB, paper/hardcopy through mail or hand delivery. Each proposal must be placed in a separate submittal. Proposals must be submitted and time stamped at District no later than the date and time specified for the proposal opening. Only the completed W-9, Contractor Certifications Form, Form 1295, Conflict of Interest (if disclosing a conflict) and those pages on which a Proposer is submitting a proposal need to be returned. Blank pages or pages with no proposal information should not be returned.
- 4.6 Price lists must be included in the RFP. Any terms and conditions in a price list will not be considered a part of a proposal unless specifically identified by Proposer and referenced in writing.
- 4.7 Proposals via the U. S. Postal Service are to be sent to the address shown below.

McAllen ISD
Attn: Purchasing Services
RFP #
4309 Warrior Drive, Bldg. C,
McAllen, TX 78501

- 4.8 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the proposal, which the company believes to be confidential. The awarded proposal may be considered public information even though parts are marked confidential.
- 4.9 Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

5. Proposal Evaluation and Award:

5.1 Proposal Evaluation:

The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest proposal will not necessarily be the awarded proposal. Proposals will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a proposal, waive minor technicalities and make an award in the best interest of the District.

- 5.2 A response to an RFP is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFP.
- 5.3 Proposals do not become contracts until a Notice of Award (NOA) is issued.
- 5.4 The contract shall be governed, construed and interpreted under the laws of the state of Texas.
- 5.5 The District will not be bound by any communication with Proposers other than the RFP, these General Terms and Conditions, Specifications and Scope of Work, Specifications, any written addendum's issued by District, District Policies and Procedures, and State Law.
- 5.6 The District shall be sole judge of what constitutes the best interest of the District.

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- 5.7 The District reserves the right to reject proposals requiring minimum orders.
- 5.8 Fees charged for shipping and handling will be considered in awarding proposals.
- 5.9 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods or services; (8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.
- 5.10 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at <http://www.mcallenisd.org/purchasing/notice-award/> Award information will be posted approximately ninety(90) days from proposal opening. Proposer must advise the District within 10 days from the date of award by the Board of Trustees of any errors requiring correction.
- 5.11 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Contracts with the District. These entities may have access to the prices offered to District. Proposers are responsible for identifying and requesting information on these entities.
- 5.12 To expedite evaluation of the proposals, it is preferable that District forms be used.
- 5.13 Assignment: The awarded Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.
6. Insurance Requirements:
- 6.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- 6.2 Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Consultant's policy as to the subject job.
- 6.3 Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- 6.4 Successful Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason.
- 6.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.
- 6.6 Successful Contractor shall provide Certificates of Insurance evidencing the above-required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.
- 6.7 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a \$1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.
7. Price Changes: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an RFP may be submitted to the District for price adjustment consideration.
- 7.1 Procedures to Follow:
- 7.1.1 Firm Bids: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

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- 7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Proposer shall compute new unit prices at the same percentage as reflected in the original proposal (See Sec. II. B. for formula). Prices will be verified for accuracy.
- 7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
- 7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, Proposer may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.
- 7.3 Price Decreases: Proposers are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.
8. Administrative Procedure for Bid/Proposal Complaints: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 632-3241.
9. Invoicing:
- 9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and proposal name and shall be mailed directly to:
- ATTN: Director of Accounting
McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501
- 9.2 The invoice must show name of Proposer exactly as shown on the purchase order and the correct "Remit to:" address.
- 9.3 Invoice must show name of receiving entity.
- 9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
- 9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
- 9.6 Total all extensions on invoice.
- 9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.
- 9.8 Shipment date of merchandise must be shown.
- 9.9 Date of purchase order must be shown.
10. Payment:
- 10.1 Payment normally will be made to Proposer within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
- 10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
- 10.3 Partial payments are an exception, but may be made with the prior written approval of the District.
- 10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
- 10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.
11. Cancellation:
- 11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the awarded Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5)

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working days of receipt of such notice by the awarded Proposer, default will be declared and all the awarded Proposer's rights shall terminate.

- 11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Proposer is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Proposer. The burden of proof for the need of such relief rests with Proposer. To obtain release based on Force Majeure, Proposer must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.
- 11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
- 11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.
- 11.4 Termination for Default: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:
- 11.4.1 Meet schedules;
- 11.4.2 defaults in the payment of any fees;
- 11.4.3 otherwise perform in accordance with these specifications.
- 11.5 Breach of contract or default authorizes District to exercise any or all of the following rights:
- 11.5.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
- 11.5.2 District may take possession of all goods, fixtures and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
- 11.5.3 District reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of District. In such event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.

12. Other Provisions:

- 12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposal on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post- consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive." Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre- consumer content to:

ATTN: Purchasing Services
McAllen Independent School District

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4309 Warrior Drive, Bldg. C
McAllen, TX 78501-7734

- 12.2 When proposing, please consider the following:
- 12.2.1 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.
 - 12.2.2 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.
 - 12.2.3 Material Safety Data Sheets: A Proposer must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
 - 12.2.4 Asbestos Management Plan: All proposers are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.
 - 12.2.5 AHERA: All work must be in compliance with AHERA.
 - 12.2.6 All contracts awarded in excess of \$10,000 by school districts and their contractors or sub-grantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
 - 12.2.7 All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall 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 is otherwise entitled. School districts shall report all suspected or reported violations to TEA.
 - 12.2.8 All contracts awarded by school districts and sub-grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
 - 12.2.9 Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).
 - 12.2.10 Contracts shall recognize 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 (P.L. 94-163).
- 12.3 Advertisement: Proposers are prohibited from using contract award information, sales

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values/volumes and/or District customers in sales brochures or other promotions, including press releases.

- 12.4 Services/items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the awarded Proposer at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.
13. Contract Provisions for contracts under Federal Awards – By submission of this proposal, Proposer agrees to comply with the following provisions.
- 13.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where proposers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 13.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 13.3 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."
- 13.4 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 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 entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.
- 13.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 13.6 Rights to Inventions Made Under a Contract or Contract. If the Federal award meets the definition of "funding contract" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

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- substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding contract," 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 Contracts," and any implementing regulations issued by the awarding agency.
- 13.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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). Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 13.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Proposers that apply or submit a proposal 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 award.
- 13.9 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this RFQ must be submitted through the "questions" tab located within the solicitation on the Public Purchase website <https://www.publicpurchase.com/gems/login/login>.

SECTION B
SPECIFICATIONS AND SCOPE OF WORK

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2018-159 – E- Rate 2019 Internet Services

1.0 BACKGROUND

McAllen Independent School District (the "District") is a multicultural community of over 22,000 students. The District's vision is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community. The District consists of nineteen (19) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Daniel D. Vela, President
Marco Suarez, Vice President
Sam Saldivar, Jr., Secretary
Conrado Alvarado, Trustee
Debbie Crane-Aliseda, Trustee
Lawrence Esparza, Trustee
Tony Forina, Trustee
Dr. Jose A. Gonzalez, Superintendent

- 2.0 INTENT.** It is the intent of the District, through this Request for Proposal ("RFP"), to select Proposer(s) offering the best value for internet access eligible for E-Rate 2019 discounts. Proposers are required to be registered with the Universal Service Administrative Company ("USAC") and have a valid Service Provider Identification Number ("SPIN") by filing Form 498 at <http://www.usac.org> to participate. This is a federally funded purchase and as such, Proposers are required to comply with all applicable federal guidelines.

3.0 REQUIREMENTS.

- 3.1** The Specifications and Scope of Work ("SOW") will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and SOW may be cause for a Proposer to be disqualified.

- 4.0 TERM AND TERMINATION OF AGREEMENT** - The period of the contract resulting from this RFP will be for a term of one (1) year with the option to renew for two (2) additional one (1) year term. Prices are to remain firm for the one (1) year term.

- 4.1 Termination without Cause.** District shall have the right to terminate this contract ("Contract") without cause on thirty (30) days written notice to the Proposer.

- 4.2 Termination with Cause.**

- 4.2.1 Termination by District.** District may terminate this Contract immediately upon the occurrence of any of the following events:

- 4.2.1.1** Any conduct of the Proposer, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.
- 4.2.1.2** Failure to provide evidence of liability insurance, as required.
- 4.2.1.3** Failure of Proposer to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2018-159 – E- Rate 2019 Internet Services

4.2.1.4 In addition, if the Proposer commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.2.1.1 through 4.2.1.3 above, District may terminate this Contract upon no less than thirty (30) days written notice.

4.3 Proposer shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

5.0 PRICING, INVOICING AND PAYMENT. The pricing program offered through this RFP must remain firm for a period of one (1) year with the option to renew for two (2) additional one (1) year term from the date of award by the District Board of Trustees. Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Alejandra Gonzalez, Director of Purchasing Services at alejandra.gonzalez@mcallenisd.net.

6.0 REFERENCES. Proposer shall obtain a minimum of three (3) references from other school districts for similar services. References must complete the "Reference Check Form" (Exhibit B) and must include Proposer's knowledge, quality of work, timelines, diligence and flexibility.

7.0 EVALUATION CRITERIA: In determining who will be awarded, the District shall consider:

Phase I – Evaluation of Quantitative Factors

- The purchase price
- The total long-term cost to the District to acquire the Contractor's goods or services

Phase II – Evaluation of Qualitative Factors

- The reputation of the vendor and of the vendor's goods or services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet the District's needs
- The vendor's past relationship with the District
- And, any other relevant factor

Phase III – Evaluation of State and Federal Factors

- **For Federally Funded Purchases:**
 - in accordance with the Code of Federal Regulations, 2 CFR 200.320; **OR**
 - in accordance with Education Code Title II, Chapter 44.031 (b)(6)- "the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses"; (if applicable); **OR**
- **For Local and State Funded Purchases:** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) has its principal place of business in this state; or (b) employs at least 500 persons in this state (if applicable).

Phase I & II – Relative weights – 98%

Phase III – Relative weights - 2% as applicable

8.0 EVALUATION COMMITTEE. The evaluation committee, which includes Arely Benavides, Assistant

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2018-159 – E- Rate 2019 Internet Services

Superintendent for District Operations; Judith Escamilla, Executive Director of Technology; Sam Juarez, Coordinator for Technology; Alejandra Gonzalez, Director of Purchasing Services; and Ercy Garcia, Senior Buyer, will evaluate the RFP and recommend a Proposer to the Board of Trustees.

- 9.0 COMMUNICATION WITH DISTRICT PERSONNEL:** Proposers submitting a proposal shall not discuss this proposal with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes or phone calls related to any aspect of the RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District.

10.0 SCOPE OF WORK

- 10.1** This award will be to multi-vendor(s) on a "Qualified" basis by category including, but not limited to internet access, project planning, communications, and quality assurance to facilitate the processing through the E-Rate 2019 program.
- 10.2** Product brand/model listed in the attached bid sheets are intended as a standard of minimum specification requirements. Equals, or products that exceed the minimum specification requirements will be considered.
- 10.3 Proposer shall provide:**
- 10.3.1** A single, five (5), ten (10), twenty (20) gbps fiber optic connection (transport) to the Technology Department located at 2185 North Broadway, McAllen, TX.
 - 10.3.2** A single, five (5), ten (10), twenty (20) gbps fiber optic connection (transport) to the Technology Department located at 7800 N Ware Rd, McAllen, TX.
 - 10.3.3** A dedicated subscription of five (5), ten (10), twenty (20) gigabits with bandwidth availability of up to forty (40) gigabits or more for expansion.
 - 10.3.4** Data transit times based on milliseconds of internet connections must have the same transit speeds.
 - 10.3.5** Must support Border Gateway Protocol ("BGP").
 - 10.3.6** A fault-tolerant location with adequate power generation in case of natural or man-made disaster(s).
 - 10.3.7** Multi- year pricing based on one (1), two (2), and three (3) year terms.
 - 10.3.8** All as-built diagrams upon completion.
 - 10.3.9** A dual entry, diverse route for each connection at each site. Map with the route shall be provided.
- 10.4** Proposers shall provide a formal quote for internet services from April 2019 through June 2019 as District intends to pursue these services prior to the School and Libraries Division ("SLD") 2019 funding year.
- 10.5 Minimum Level of Support from Proposer Internet Services Provider ("ISP"):**
- 10.5.1** Proposer ISP shall have technical support available in case of network trouble twenty-four (24) hours per day, three hundred sixty-five (365) days a year.
 - 10.5.2** Proposer ISP shall provide a minimum of seventy-two (72) hours' advance notice of any configuration or maintenance performed that might affect services provisioned to the District. Any interruption of service that does not occur during the specified times or is not caused by configuration or maintenance will be considered a "service outage" and shall result in a service credit based on report provided by Proposer. Any deviation from those times must be approved by District in writing thirty (30) days prior.
 - 10.5.3** Proposer ISP shall perform all configurations or maintenance that might affect services provisioned to the District between the hours of 12:00 AM CST and 6:00 A.M CST.
 - 10.5.4** Proposer ISP shall monitor all services provisioned to the District. This monitoring service shall provide notification to the District in case of any service outage. Notification shall be made via telephone, to a pre-defined contact person, within five (5)

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- minutes of any detectable outage.
- 10.5.5** A service outage begins when the service first fails. A service outage ends when all provisioned services are fully operational for at least five (5) contiguous minutes.
- 10.5.6** Any service outage lasting more than four (4) hours shall result in a service credit to the District.
- 10.5.7** In addition, to proposed pricing, the Proposer ISP shall provide a copy of the Service Level Agreement ("SLA") that corresponds to the services that are being proposed to the District.
- 10.6** The District is seeking pricing for monthly internet connection services and a one-time labor and materials fee that shall be inclusive of all costs to deliver services to each location for the term specified.
- 10.7** Proposer shall provide the labor and materials to construct all other conduit pathways between the designated utility poles in the public right-of-way to the Main Distribution Frame ("MDF") closet at each site with a minimum of a two (2) four (4) inch conduit.
- 10.8** All miscellaneous hardware, fiber patch cords, and cables (fiber and copper) for MDF and Intermediate Distribution Frame ("IDF") must be included in submitted pricing.
- 10.9** The District will provide any electrical plug required and a minimum of 4U space at each site via a two-post telecommunication rack wall mount enclosure.
- 10.10** Proposer shall provide and install a Light Interface Unit ("LIU") enclosure (lit and dark option) in addition to the appropriate electronics (lit option only).
- 10.11 Technical Support and Hardware Maintenance:**
- 10.11.1** Proposer shall provide technical support services to the District's staff and management.
- 10.11.2** District requires a comprehensive technical support capability to ensure the performance of network components, both those currently installed and those additional components and technologies that will be added through projects such as those described within this RFP.
- 10.11.3** Proposer's solution must provide assessment, strategy, design, implementation and operational services to help the District manage its centralized, distributed, desktop and network environments.
- 10.11.4** Proposer shall demonstrate the ability to achieve the desired support environment by implementing a technical support project management approach.
- 10.12 Support Personnel Required from Awarded Proposer:**
- 10.12.1 Project Manager** -This resource will establish a framework for project communications, reporting, procedural, and contracting activity, management of the execution of the work plan staffing requirements, and client.
- 10.12.2 Dispatch** – Level One Call-in Support: This resource will be the initial point of contact and the first to receive calls for incoming District requests, problem logging, first level troubleshooting and support, warm transfer to level two support functions, and dispatch of on-site technical resources for network problem resolution as required.
- 10.12.3 Field Technical Support:** The primary responsibility of this type of resource is to provide on-site network problem diagnosis and resolution. Specifically, this resource shall have previous experience with the District's installation of internet related products and internet service equipment, to include, but not limited to, Cisco, Dell, Sonic, Palo Alto products and the installed network environment.
- 10.13** Proposer shall address their capabilities in areas to include, but not limited to;
- 10.13.1** Project planning and communications
- 10.13.2** Quality assurance procedures
- 10.13.3** Project coordination experience as a single Proposer or "prime" systems integrator, and
- 10.13.4** Project completion criteria
- 10.14** Proposer shall work closely with the District project manager to ensure project delivery,

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effective management of project resources and, communication.

- 10.15** Proposer is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware, and consumables for the system(s) installed. Proposer shall perform all terminations and connections.
- 10.16** References to specific part numbers and manufacturers that meet the requirements of District are contained in this SOW. District must approve the manufacturer and model of the parts proposed by the Proposer prior to the start of the installation. District standardized cabling components from Panduit or equal. District prefers that all new structured cabling utilize Panduit or equal.
- 10.17 Project Guidelines:**
 - 10.17.1** All work shall be administered with safety in mind.
 - 10.17.2** Proposer is responsible for their tools, ladders, wiring, and any/all other equipment.
 - 10.17.3** All work shall be performed during normal working business hours.
 - 10.17.4** An amendment shall be required for any/all changes in the SOW and shall be approved by District representative.
 - 10.17.5** Equipment shall include a three (3) year full coverage, replacement warranty.
 - 10.17.6** Proposer is responsible for all equipment and material until the District accepts work as complete and payment is made by the District to the Proposer indicating contract is satisfied.
 - 10.17.7** Necessary parts for complete professional installation shall be provided by the Proposer.
 - 10.17.8** A District representative shall conduct a physical check to determine if all installations are safely secured and in working order, prior to submitting payment.
 - 10.17.9** All cross-connects and patch cords used in the MDF and IDF shall be installed and provided by the Proposer for each piece of equipment installed.
 - 10.17.10** Three inch conduits shall be provided by Proposer in new building construction only. Retrofitting older buildings with new cabling shall require the backbone cables to be run in a cable tray.
 - 10.17.11** All portions of the work and the finished product must conform to local, state, and national safety requirements, including but not limited to, regulations regarding fire suppression and asbestos. District facilities department shall provide written assurance that the cable path and node locations are free from asbestos. Contractor shall make no penetration of any surfaces in the absence of such written assurance.
 - 10.17.12** No splicing of any type shall be allowed on any copper cable.
 - 10.17.13** Telecommunications Industry Association ("TIA"), and Electronic Industries Alliance ("EIA") publishes standards using International Organization for Standardization ("ISO") Meters Kilograms Seconds ("MKS") units. All labeling and documentation will use ISO MKS units. English units may be provided parenthetically, but English units may not be substituted in place of ISO MKS units.
- 10.18 Special Terms and Project Completion:**
 - 10.18.1** Proposer shall abide by start and completion dates for each section. Proposer shall submit an extension request to the DOT Executive Director for any uncontrollable circumstances.
 - 10.18.2** All devices shall be online and operational on the given date, perform in the manner that they are intended, and be accepted in working order by the District.
 - 10.18.3** Proposer shall be responsible for a complete installation consisting of, but not limited to, programming of switches, routers, controllers, and all other components necessary for turnkey installation.
 - 10.18.4** Proposer shall notify the District of any hardships they encounter pertaining to cabling. All work stated in this document shall be complete and accepted as complete by the District.
 - 10.18.5** If Proposer fails to complete work by completion date the Proposer shall forfeit the sum of one thousand five-hundred (\$1500.00) dollars a day, until all work is 100%

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complete. All work shall be accepted by the District as complete.

10.19 Warranties and other Proposer Requirements:

10.19.1 All terminations shall be performed by a Panduit, or comparable certified installer.

10.19.2 Any cable damaged by Proposer shall be replaced by the Proposer prior to final acceptance at no cost to the District.

10.19.3 All cables shall be tested in accordance with this document, the ND&I contract agreement, and best industry practices. If any of these are in conflict, the Proposer shall be responsible for disclosing discrepancies to DOT for clarification and/or resolution.

10.19.4 Proposer shall provide a system warranty covering the installed cabling system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of one (1) year.

10.20 Installation Warranty:

10.20.1 Proposer shall warrant the cabling system against defects in workmanship for a period of one (1) year from the date of system acceptance by the District. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to the District.

10.21 Onsite Personnel:

10.21.1 District requires Proposer to have a systems engineer to assist with network maintenance of internet service connections. Proposer shall assign the network maintenance person with the following requirements:

10.21.1.1 Proposer shall require background check for all on-site personnel.

10.21.1.2 At least five (5) years' experience in the installation, configuration, troubleshooting, and maintenance of wide area network and local area networks the size of the District network or larger.

10.21.1.3 Proposer shall be required to cabinet, stack, configure, program, and connect all equipment patch panel to network equipment, include all patch cords (fiber or copper necessary).

10.21.1.4 Proposer shall provide patch cords, connectors, electrical cords, cords/connectors/patch panel and installation brackets necessary for installation. District shall not be responsible for storage of equipment before installation.

10.21.1.5 Proposer shall be available on site within four (4) hour of being notified.

10.21.1.6 After installation, Proposer shall submit all documentation to support the warranty requirements in accordance with the warranty requirements, and to apply for said warranty on behalf of the District. The warranty shall cover the components and labor associated with the repair/replacement of any defective link within the warranty period when the defect is a valid warranty claim.

AWARD INFORMATION – will be available for download from our website within ninety (90) days of RFP opening (https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975).

INSTRUCTIONS FOR SUBMITTING A PROPOSAL - The District *prefers* electronic submittals through Public Purchase, <http://publicpurchase.com>; however, we will accept on CD, pin drive, in a sealed envelope via mail, or hand delivered with **envelope marked as follows:**

Purchasing Services
Attn: Ercy Garcia

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4309 Warrior Drive, Bldg. C,
McAllen, Texas, 78501

Please be sure to include the following forms with your submittal:

- Completed Contractor Certification Form
- Bid Sheets
- Questionnaire
- Reference Form
- Service Level Agreement (SLA)
- Completed W-9 Form
- Proof of Insurance
- Completed Conflict of Interest Form **ONLY IF** you are disclosing a conflict.
- Completed Deviation/Compliance Form
- HB 1295 Form– MUST BE COMPLETED ONLINE
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The District encourages all Proposers to submit information only on forms provided through this RFP. Failure to submit the forms/information listed above may be cause for disqualification of proposal. Do not include unsolicited information such as pamphlets, company form letters, etc. with your proposal.

District Revised
BidSheet

2018-159 E-Rate 2019 Internet Services

Internet Connection – ISP Services

Address	Description	Solution	Speed/Capacity	Qty	Monthly Cost (E-Rate eligible internet connection services)	Monthly Cost (E-Rate ineligible internet connection services)	One-Time Fee (E-rate eligible labor/materials)	One-Time Fee (E-rate ineligible labor/materials)	Cost 1 yr.	Cost 2 yr.	Cost 3 yr.
Crockett - 2185 N. Broadway, McAllen, TX. & 7800 N. Ware Rd., McAllen, TX	Internet Services	Lit	5 Gigabits	1	\$ 3,995.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 47,940.00	\$ 95,880.00	\$ 143,820.00
	Internet Services	Lit	5 Gigabits	2	\$ 3,495.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 83,880.00	\$ 167,760.00	\$ 251,640.00
	Internet Services	Lit	10 Gigabits	1	\$ 4,995.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 59,940.00	\$ 119,880.00	\$ 179,820.00
	Internet Services	Lit	10 Gigabits	2	\$ 4,495.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 107,880.00	\$ 215,760.00	\$ 323,640.00
	Internet Services	Lit	20 Gigabits	1	\$ 7,995.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 95,940.00	\$ 191,880.00	\$ 287,820.00
	Internet Services	Lit	20 Gigabits	2	\$ 7,495.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 179,880.00	\$ 359,760.00	\$ 539,640.00
Fossum MS 7800 N. Ware Rd. McAllen, TX	Internet Services	Lit	5 Gigabits	1	\$ 4,995.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 59,940.00	\$ 119,880.00	\$ 179,820.00
	Internet Services	Lit	10 Gigabits	1	\$ 5,995.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 71,940.00	\$ 143,880.00	\$ 215,820.00
	Internet Services	Lit	20 Gigabits	1	\$ 8,995.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 107,940.00	\$ 215,880.00	\$ 323,820.00

Note: The monthly cost listed above in the pricing table for quantity 2 connections is for each individual connection, as opposed to one single cost that includes both connections. The total cost columns reflect the combined price accurately.

BidSheet

Notes	Proposers shall provide a formal quote for internet services from July 1, 2019 through June 30, 2020 as District intends to pursue these services prior to the School and Libraries Division ("SLD") 2019 funding year. \$ See Below _____ - Formal Quote for internet services from July 1, 2019 through June 30, 2020. (Attach Quote)
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COMPANY NAME: Foremost Telecommunications Corporation
 SPIN NUMBER: 143025467
 PRINT NAME: Lawrence F. Halcomb
 TITLE: Sales Manager
 AUTHORIZED SIGNATURE: 
 Email: lawrence@foremost.tel
 DATE: January 31st, 2019

Provided that Foremost is awarded a connection under this RFP, Foremost is willing to provide internet services when needed by the District at the service level and price points quoted above. This connection can be provided to either the Crockett or Fossum hubs and will be homed back to the Foremost McAllen POP.

TELECOM SERVICES QUOTE



QUOTE #	AAAQ1458
DATE	Feb 14, 2019

To ERCY GARCIA
MCALLEN I.S.D.
4309 WARRIOR DRIVE
BUILDING C
MCALLEN, TX 78501

Foremost
515 E. Jackson Ave
Harlingen, TX 78550
(956)-507-4444

SALESPERSON

Lawrence Halcomb

TERM

12 Months

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Option One					
Crockett or Fossum to Foremost McAllen POP					
Dedicated Internet Access	5 x 5 Gbps	\$3,995.00	1	\$3,995.00	\$0.00
Dedicated Internet Access	10 x 10 Gbps	\$4,995.00	1	\$4,995.00	\$0.00
Dedicated Internet Access	20 x 20 Gbps	\$7,995.00	1	\$7,995.00	\$0.00
Option Two					
Crockett to Edinburg POP					
Dedicated Internet Access	5 x 5 Gbps	\$3,495.00	1	\$3,495.00	\$0.00
Dedicated Internet Access	10 x 10 Gbps	\$4,495.00	1	\$4,495.00	\$0.00
Dedicated Internet Access	20 x 20 Gbps	\$7,495.00	1	\$7,495.00	\$0.00
and					
Fossum to McAllen POP					
Dedicated Internet Access	5 x 5 Gbps	\$3,495.00	1	\$3,495.00	\$0.00
Dedicated Internet Access	10 x 10 Gbps	\$4,495.00	1	\$4,495.00	\$0.00
Dedicated Internet Access	20 x 20 Gbps	\$7,495.00	1	\$7,495.00	\$0.00
Option Three					
Fossum to Edinburg POP					
Dedicated Internet Access	5 x 5 Gbps	\$4,995.00	1	\$4,995.00	\$0.00
Dedicated Internet Access	10 x 10 Gbps	\$5,995.00	1	\$5,995.00	\$0.00
Dedicated Internet Access	20 x 20 Gbps	\$8,995.00	1	\$8,995.00	\$0.00

To accept this quote, please sign here.

Thank You For Your Business!

Customers to provide rack space/power/backup power if required

Foremost equipment is provided but remains the property of Foremost.

Fees and taxes will be added to all services.

Pricing and installation charges will be higher if term is reduced or number of locations and services are changed.

Quote and pricing information are Confidential and Proprietary, and for the recipient's use only.

Quoted prices good for two weeks

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QUESTIONNAIRE

1. How will your company provide the District with network maintenance of internet service connections?

Foremost coordinates maintenance activities via a system of proactive infrastructure monitoring

and automated alarm systems. Maintenance coordination with the District will occur after such detection.

2. List names of the individuals who will be assigned for the duration of the project (i.e., Project Manager, Dispatch, Field Technical Support).

Name	Job Title	Yrs. of Experience	Job Description/Responsibilities	Resume Attached
Larry Serrata	Project Manager	20	Delivery and Maintenance	☒ Yes ☐ No
Carl Lerman	Support Manager	40	Repair and Maintenance	☒ Yes ☐ No
Ruben Meza	Senior Account Manager	30	Moves, Adds, Changes, Questions	☒ Yes ☐ No

3. List the length of time for the warranties provided for this project.

Warranty	Length of Time
Installed Cabling System	N/A
Labor/Materials	N/A

4. List three (3) references of current or past projects completed within the past five (5) years of *similar scope and size*.

Project Name	School or Company	Cost	Completion Date	Contact Number	On-time Completion Y/N
Telephone, DIA and WAN	Laredo I.S.D.	\$2.2M	July 2017	956-273-1301	Y
WAN District Wide	McAllen I.S.D.	\$1.5M	December 2016	956-632-3238	Y
Telephone, DIA and WAN	Brownsville I.S.D.	\$3.2M	August 2016	956-554-2702	Y

McALLEN INDEPENDENT SCHOOL DISTRICT

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QUESTIONNAIRE

5. Date of projected completion? July 1st, 2019

6. List your company's previous experience with the District.

Project Name	Owner Name/Phone No. Number	School or Company	Cost	Completion Date	On-time Completion Y/N
WAN District Wide	Judith Escamilla 956-632-3238	McAllen I.S.D.	\$1.5M	December 2016	Y

7. What is the proposed activation of service for the following?

5 Bandwidth	July 1st, 2019
10 Bandwidth	July 1st, 2019
20 Bandwidth	July 1st, 2019

Foremost Telecommunications

Name of Company

515 E. Jackson St., Harlingen, TX 78550

Address/City/State/Zipcode

lawrence@foremost.tel

Email

January 31st, 2019

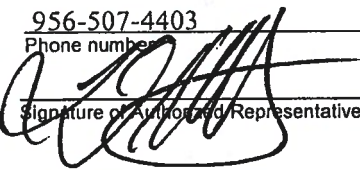
Date

Lawrence F. Halcomb

Name/Title of Authorized Representative

956-507-4403

Phone number



Signature of Authorized Representative

606 N. Carancahua St., Suite 822
Corpus Christi, TX 78401

Larry Serrata

Employment August 2014 – Current

Foremost Telecommunications Corporation
606 N. Carancahua St., Suite 822 Corpus Christi, TX 78401
Project Manager

May 2011 – July 2014

TelePacific Communications
539 N. Carancahua St. Corpus Christi, TX 78401
Field Operations Technician

October 2002 – May 2011

Grande Communications
1305 Burnet Rd. Sustin, TX 78727
Enterprise Installation Technician/Network Technician

December 2001 – October 2001

Groupware International
Corpus Christi, TX
Telecommunications Specialist/Cable Technician

Education **Information Technology – Network Administration Emphasis**

2013 – Current
Westerns Governors University
4001 South 700 East, Suite 700 Salt Lake City, UT 84107

Engineering/Business Major

2006-2009
Austin Community College
11928 Stonehollow Dr., Austin, TX

Certifications

CCNA (Security), CCNA, (Routing and Switching),
A+, Network+, Security+, Linux+, Project+

RESUME – Carl Lerman (12/2016)

Carl Lerman
4515 Graham Rd. #46
Harlingen, Texas 78552

(903) 219-7120

Summary of Qualifications and Relevant Accomplishments:

- Combination of management and practical experience for all aspects of telecom operations, including Outside Plant Construction, Splicing, Installation, Voice, PSTN, Switching, Frame Relay/ATM, VOIP, and TVRO systems including head-end.
- Project Managed Premier National and Global Accounts for SBC Communications (AT&T)
- Wrote detailed Methods and Procedures for both Central Office and Outside Craftspeople for Voice and Data products including Integrated Access Products and IP.
- Managed from 25 to 50 direct (and indirect) reporting supervisors and technicians successfully with consistently high ratings for development and productivity of reporting people.
- Skilled with Computers and Applications including MS Project, Excel, Power Point, Word, Access, Monarch, Automate, Business Objects
- Received Company Presidential award (AT&T) in 2006 for overall contributions to the project and development of tracking tool for metrics.

Work Experience:

2010- Present

Foremost Telecommunications
Project and Operations Manager –

Duties include:

- Management and support of projects
- Management and support of daily operations related to deployment of services for:
 - Telephone and Internet delivery to customers
 - Support of infrastructure
- Support Service Delivery Team
- Management of maintenance functions i.e. Repairs, Dispatch, and Field support.

June 2008 – June 2009

AT&T Senior Project Manager-

- VoIP Conversion Project and Stadium Vision installation projects for
 - Kansas City Royals Stadium in Kansas City
 - Cowboys Stadium in Dallas Texas

February 2006 – June 2008

AT&T Global Project Management (for fee project management services.)

Sr. Program Manager-

Team Lead (1 of 3) for project team comprised of 20 Project Managers, 20 Voice Engineers, and 20 Data Engineers. Team was responsible for transforming existing PSTN network PBX architecture to National VOIP platform for Bank of America. The project successfully transformed more than 59,000 phones in 2007.

February 2004 – February 2006

SBC-Advanced Solutions Inc, Dallas, TX USA

Sr. Technical Project Manager-

Duties include:

- Planned migrations of ASI Domestic products to SBCLD PremierServ™ during the pre-sales stages, and executed migrations in post-sales stage
- Assisted sales in assessing each product migration opportunity and identify specific customer migration issues
- Made recommendations for best practice to move a customer's network, and provide service options.
- Lead the Account Teams in the development of a customized migration plan and timeline by discussing migration scenarios that would be specific to the customer's network and needs.
- Provided guidance on risks and coordination.
- Provided documents needed for project to Sales Account Team.
- Educate Sales on transition impacts that should be passed onto customer.
- Manage the migration project plan and timeline.
- Assist Sales department to coordinate the migration project orders.
- Provide order due dates for proper billing flow and coordinate proper order flow.
- Ensure project team members are performing work functions in a timely manner.
- Handle escalations related to order issuance and migration.
- Assess each customer scenario for potential migration project billing issues and complexities with ASI transition to SBCLD.
- Facilitate billing issues should they arise as a result of the migration.

February 2003 – February 2004

SBC Telecom, Dallas, TX USA

Manager - Quality, M&P, Processes

Duties Include:

- Supported LFO, OSP, and the Dispatch Center organizations with Methods and Procedure related to new products for SBCT.
- Wrote and published M&P for T1 IAS, PRI ISDN, National Frame Relay/ATM, and DIA, for Telecom out-of- region. Updated and re-published - "Rubber Gloves and Blankets", "DISC", and several other methods for clients.
- Participated on core-teams, and testing teams for the products.
- Supported client organizations with training, job aids, and communications, for their respective job tasks.

July 2002 – February 2003

SBC Telecom, Dallas, TX USA

Manager-Network Operations/Manager at National Service Center-

Duties Include:

- Maintenance of Infrastructure, POTS, and Special Circuits
- Supervision of 6 Network Center Technicians
- Maintenance of National Service Center website and local network displays
- Additional duties included:
 - Customer Service issues
 - Training
 - On-call duty manager (for National Service Center) coverage.

February 2002 – July 2002
SBC-Advanced Solutions Inc, Dallas, TX US
Manager-NDSC-Provisioning-

Duties Include:

- Responsible for order coordination for inter-lata long distance, Frame/ATM services of ASI/SBCLD, with focus on Critical Date Management, On-time delivery, and Quality of Service
- Single Point of contact for National Data Product.
- Supervised and supported 25 Network Center Technicians
- Developed and implemented NDSC Web-Site and Database Store
- Scheduled and conducted training for Network Center Technicians.

May 2000 – February 2002
SBC Telecom, Dallas, TX USA
Manager-Network Operations-

Duties Include:

- Facility completion assurance for NSC.
- Supervise the daily status of pending orders.
- Analyze the National Service Center's handling, to determine and help clear roadblocks.
- Represent the NSC on Interdepartmental Planning Committee, Facility & Trunk Committee, and, OA/DA committee.
- Facilitate interaction with CPC.
- Coordinating with the local management team to inform of all dispositions of orders relating to project completion on time, troubles encountered with order flow, order processing, escalations, expedites etc.

Additional duties expanded to:

- Performance Monitoring data acquisition
- Web-site construction and maintenance
- Partner liaison
- Developing and implementing website for escalation methods and procedure.

Additional Accomplishments:

- Developed and established distribution of the pending facility status lists for the NSC, and SBC Telecom.
- Developed NSC "Goto" page (website), for reports, escalations, M&Ps, and status.
- Attended, and familiar with DCS (Titan 5500- Titan 532L), ATM-Config., FLM 150/600, FLM 2400, Any-media Access Systems, React and other Testing systems, CBX500, Frame Relay Basics, Digital Data Remote Testing, Digital CKT Technology, 5E Switching, Fiber optics, TIRKS, WFA, Business Objects.
- Attended classes at New Horizons in Dallas for Microsoft software applications.

July 1998 – November 1999
American Satellite, Saco, ME USA
Vice President - Director Technical Ops
American Satellite is the "Full Service Provider" for Maine, New Hampshire, Massachusetts, and Vermont for DirecTV. They are also an authorized dealer for ADT Security Systems.

Initially hired as a salesman; promoted to Sales Manager; promoted again to Operations Manager; then to Director of Technical Services; and then Vice President.

Various Duties Include:

- Managed sales force, dispatch center, and installation department
- Supervised more than 50 employees and managers
- Served as primary instructor for alarm installations

1969 - June 1998

Bell Atlantic, Biddeford, ME USA

OSP and Central Office Technician

Line Construction from 1969-1984 –

- Rated Construction Head Lineman, Aerial and Underground Construction, Buried Plant, etc.
- Customer premise installs and Cable Splicing

Central Office Technician from 1984-1998.

- Trained in Step by Step Central Office, 5E Switch, analog and digital transmission, FLM 150, 600, and 2400, Basic Electricity, Power Equip Maintenance, Prints and Circuit Reading, Alcatel, Frame Work Management, Switch Systems Databases, etc.
- Worked as 5E Analyzer in SCC environment for more than a year.
- Worked 14 years in Central Office and Toll Circuit Office.
- Worked on multiplexers, from DS0 to OC48, Multipoint Circuits (bridges) etc.
- Worked as Supervisor (temporary) in both Central Office, and Construction.
- Worked in Splicing and CPE installation.

Education:

Portland High School, Portland, ME USA

High School Diploma, Business

Extensive Industry Training for vocation and management skills at Vendor and Company training facilities.

Professional Licenses, Accreditation, and Memberships:

- Certified in Line Construction (New England Telephone)
- Certified in Step x Step Central Office (New England Telephone)
- Electrician's License (State of Maine – Low Voltage)
- Member PMI (Project Management Institute) PMP certified.

Ruben Meza
703 Franziska St.
Alamo, TX 78516
956-560- 9681
ruben.meza1962@gmail.com

Summary:

Senior Account Manager with top performing 22 years of experience with a customer service mentality in the telecommunications industry. Skilled in Sales Process, Customer Retention, Sales Management and CRM Salesforce.com with billing experience. A long past history of Strong customer relations and networking skills. Self-motivated, enthusiastic and full of energy. Confirmed to gain account loyalty, trust & long time relationships. Great closing skills with a proven record of customer satisfaction.

Experience:

Foremost Telecommunications Corporation - Dallas TX (October 2018 – Present)

Strategic Account Manager/SAM - Government & Education

- Focused on account management and sales on Business, Government & Education. Upgraded existing account with revenue growth.
- Acquired mostly medium enterprise accounts to include Local & State Government, Medical, K-12 and Higher Education Accounts. Maintained revenue growth, customer satisfaction and relationship performance. Retention and acquisition activities was the common base.
- Technical solutions were presented to meet a wide variety of customer needs like Voice, Data, Video, Cloud and Hardware communication needs. Build a relationship with customers to understand communication business needs, issues, strategies and priorities in order to deliver value-added business solutions.
- Maintained and cultivated client relationships at management and executive level. Successfully implemented many Foremost Business Plans.
- Exceeded the annual revenue quota for many years consistently for Spectrum Enterprise.

Accomplishments:

- Constantly exceeded monthly and annual quotas for many years in a row.
- 6 time awarded Top SAM award for Texas Gov/Ed.

Spectrum Enterprise - Harlingen TX (November 2010 – September 2018)

Strategic Account Manager/SAM - Government & Education

- Focused on sales on New Government & Education Logos. Upgraded existing account with revenue growth. Acquired mostly medium Enterprise accounts to include Local & State Government, Medical, K-12 and Higher Education Accounts. Maintained revenue growth, customer satisfaction and relationship performance. Retention and acquisition activities was the common base. Technical solutions were presented to meet a wide variety of customer needs like Voice, Data, Video, Cloud and Hardware communication needs. Build a relationship with customers to understand communication business needs, issues, strategies and priorities in order to deliver value-added business solutions.
- Mostly maintained and cultivated client relationships at management and executive level. Successfully implemented many Spectrum Business Plans.
- Exceeded the annual revenue quota for many years consistently for Spectrum Enterprise.

Accomplishments:

- Constantly exceeded monthly and annual quotas for many years in a row.
- 6 time awarded Top SAM award for Texas Gov/Ed.

AT&T -McAllen TX 78501 (Sep 2002 – Oct 2010) Account Manager

- Management assigned “yearly” modules which included a variety of 175 AT&T Signature accounts. Small, medium and large accounts including Local Government, Medical and Education Accounts. Preformed revenue growth, customer satisfaction and the relationship performance. This included both retention and new revenue added activities. Implemented technical solutions that meet a wide variety of customer wire line, wireless and hardware needs. Cisco, Avaya, Nortel, Shortel and Adtran partners.
- Built relationships with customers to understand communication needs, issues, strategies and priorities in order to deliver value-added business solutions.
- Cultivated client relationships at upper management and executive level with AT&T Business Plans.
- 8 years of B2B sales & retention which included the acquisition of local, long distance, wireless, data and Phone Systems from local competitive exchange carriers (CLEC) in the assigned territories.
- Exceeded annual quotas adding new annual revenue for years consistently.

Accomplishments:

- Met and exceeded monthly quotas consistently for over years.
- Yearly Account Manager Awards for the SW Region

South Western Bell Wireless (1996 - 2002)**Account Executive (then Account Manager)**

- Responsible for meeting all monthly quotas and provide outstanding customer service.
- Prospect for new business through B2B cold calling, lead generation, and networking.
- Assess customer's telecommunication needs and provide solutions proposing wireless products and services.

Accomplishments:

- Met and Exceeded Monthly and Yearly Quota.

McDuff's Electronics (1988 - 1996)**Store Manager**

- Present/Sell appliance & electronics, set up pricing & presentation areas
- Order inventory, maintain professional showroom appearance.
- Maintain office & administrative process, bank deposits

Accomplishments:

- Met and Exceeded Monthly and Yearly Quota.

LFD Furniture & Appliance (1981 - 1988)**Store Manager**

- Present/Sell furniture, appliance & electronics, set up pricing & presentation areas
- Order inventory, maintain professional showroom appearance.
- Maintain office & administrative process, bank deposits

Accomplishments:

- Met and Exceeded Monthly and Yearly

U.S. Marines, San Diego CA (1977 – 1981)

- Performed day to day Military operations. Earned the rank of Sgt in 2.2 Years.
- Maintained electronics for on base fighter plans
- Top Security Clearance

Education & Training:

- 2003- Present – Voice, Video, internet, Point to Point Fiber cks
- 2003- 2010- AT&T ACLAVIS and Sales Consulting Certified.
- 1977 – 1981 – U.S.M.C Leadership Training
- Class of 1977 - Weslaco High School.

Computer Skills:

- Working knowledge of Microsoft Works, Word, PowerPoint, and Excel.

References: Upon Request



EXHIBIT B
REFERENCE CHECK FORM

Alejandra Gonzalez
Director of Purchasing Services
956-632-3241

McAllen ISD is accepting proposals for RFP No. 2018-159 - E-Rate 2019 Internet Services.
By completing this reference form, you attest to my company's performance for project(s) named below.

On Behalf of: Foremost Telecommunications Corporation
Name of Company

469-554-4403

Phone Number

Lawrence F. Halcomb
Company's Representative

lawrence@foremost.tel
Representative's E-mail Address

1. The quality of the service provided by company.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

2. The company's ability to complete projects on a scheduled timeline?

☐ Excellent ☒ Good ☐ Satisfactory ☐ Poor

Comments: _____

3. The company's ability to provide effective results.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

4. The company's capacity in providing internet services.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

Reference prepared by:

JA Escamilla

Name

Exe. Dir. Technology Systems

Title

956-661-4444

Phone Number

J. Escamilla

Signature

judith.escamilla@mcallenisd.net

Email Address

2/11/2019

Date Completed



EXHIBIT B
REFERENCE CHECK FORM

Alejandra Gonzalez
Director of Purchasing Services
956-632-3241

McAllen ISD is accepting proposals for RFP No. 2018-159 - E-Rate 2019 Internet Services.
By completing this reference form, you attest to my company's performance for project(s) named below.

On Behalf of: Foremost Telecommunications Corporation
Name of Company
469-554-4403
Phone Number

Lawrence F. Halcomb
Company's Representative
lawrence@foremost.tel
Representative's E-mail Address

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☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

2. The company's ability to complete projects on a scheduled timeline?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

3. The company's ability to provide effective results.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

4. The company's capacity in providing internet services.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: We have been very satisfied with
this provider and their services

Reference prepared by:

Name

Billy Simpson

Title

Technology Director

Phone Number

956-233-6980

Signature

Billy Simpson

Email Address

b.simpson@lfcsd.net

Date Completed

2/8/19



EXHIBIT B
REFERENCE CHECK FORM

Alejandra Gonzalez
Director of Purchasing Services
956-632-3241

McAllen ISD is accepting proposals for RFP No. 2018-159 - E-Rate 2019 Internet Services.
By completing this reference form, you attest to my company's performance for project(s) named below.

On Behalf of: Foremost Telecommunications Corporation
Name of Company
469-554-4403
Phone Number

Lawrence F. Halcomb
Company's Representative
lawrence@foremost.tel
Representative's E-mail Address

1. The quality of the service provided by company.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

2. The company's ability to complete projects on a scheduled timeline?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

3. The company's ability to provide effective results.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

4. The company's capacity in providing internet services.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: _____

Reference prepared by:

Miguel Munoa

Name

Asst. Supt Technology Services

Title

956-273-1301

Phone Number

Signature

mmunoa@laredoisd.org

Email Address

2-07-2019

Date Completed

**EXHIBIT B
REFERENCE CHECK FORM**

Alejandra Gonzalez

Director of Purchasing Services
956-632-3241

McAllen ISD is accepting proposals for RFP No. 2018-159 - E-Rate 2019 Internet Services.

By completing this reference form, you attest to my company's performance for project(s) named below.

On Behalf of: Foremost Telecommunications Corporation
Name of Company

469-554-4403

Phone Number

Lawrence F. Halcomb
Company's Representative

lawrence@foremost.tel
Representative's E-mail Address

1. The quality of the service provided by company.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: We have not had any issues with quality of service that has been provided to our district

2. The company's ability to complete projects on a scheduled timeline?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: Foremost had an open line of communication during our districtwide install. They completed the projects before scheduled deadline.

3. The company's ability to provide effective results.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: Foremost has an open line of communication and takes care of any issue as they arise.

4. The company's capacity in providing internet services.

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Comments: The quality of service is excellent. We have not had any issues in their ability to provide internet service to our district.

Reference prepared by:

<u>Todd A. Nichols</u> Name	<u>Todd A. Nichols</u> Signature
<u>Assistant Administrator.</u> Title	<u>todd.a@hisd.us</u> Email Address
<u>956-554-2702</u> Phone Number	<u>8/13/19</u> Date Completed

SECTION C
DRAFT CONTRACT

CONTRACT

This Contract, made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **COMPANY NAME** a Texas Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, District requested quotes from vendors for services ("Services"), and

WHEREAS, Contractor submitted a proposal to meet the needs of the District.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated hereunder. Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

- A. This Contract
- B. Exhibit "A" – Contractor's Services
- C. Exhibit "B" – Fees
- D. Exhibit "C" – Contractor's Certificate of Insurance

This Contract is entered into subject to the following conditions:

- A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

- B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Agreement, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

B. Professional Liability -\$1,000,000 each claim and in the aggregate

C. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

D. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District.

E. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Agreement as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit "B" and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs. Contractor further agrees that in the event this Agreement is determined to be a contract within the coverage of U.S.C. §1395X(b)(1)(1), then:

- A. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Contractor shall make available upon written request to the Secretary (as defined in said statute),

or any of their duly authorized representatives, this Agreement, and books, documents and records of the Contractor that are necessary to certify the nature and extent of such costs, and;

- B. If the Contractor carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000.00 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General (as defined in said statute), or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. The parties agree that the preceding sentence shall be construed in accordance with 42 U.S.C. §1395X(v)(1)(1) and regulations promulgated there under. No attorney-client or other legal privilege will be deemed to have been waived by the District or Contractor by virtue of this Agreement.
- C. If this Agreement is determined to be a contract within the coverage of 42 U.S.C. §1395X(b)(1)(1) or if District, pursuant to any agreement executed subsequent to the date hereof, provides Contractor an income subsidy or fees or compensation in addition to the fees or compensation specified herein, then upon the written request of the Superintendent of the District, the Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the revenue derived from and/or the cost of providing services under this Agreement. Such inspection by District or its representatives shall be available up to four (4) years after the date of the rendering of such services.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's attorneys'

fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF AGREEMENT

Term. The term of this agreement shall be for a term of four (4) months, commencing August 1, 2018 through November 30, 2018. All services must be completed during the term of the Agreement.

A. Termination without Cause. District shall have the right to terminate this Agreement without cause on thirty (30) days written notice to the Contractor.

B. Termination with Cause.

a. Termination by District. District may terminate this Agreement immediately upon the occurrence of any of the following events:

- i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.
- ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 9 hereof.
- iii. Failure of Contractor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.
- iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.

b. Termination by Contractor. In the event District breaches any material term of this Agreement, Contractor may terminate this Agreement upon no less than fifteen (15) days written notice.

c. Non-Interference. Following the expiration of this Agreement or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District

Attn: Jose A. Gonzalez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Contractor: Company's Name
 Attn:
 Address
 City, State, and zip code

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

21. VARIATIONS OF PROUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

23. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. Family Educational Rights and Privacy Act (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. HB 89 - Anti-BDS

Bidder verifies it does and will not boycott Israel during the term of the contract, pursuant to Texas Gov't Code §2270.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal

sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED this _____ day of _____, 2018.

DISTRICT:

McAllen Independent School District

By: _____
Daniel Vela, Board President

By: _____
Name: _____
Title: _____

Approved as to form:
Atlas Hall & Rodriguez, LLP by: _____
Stephen L. Crain

SECTION D
CERTIFICATION FORM

CONTRACTOR CERTIFICATION FORM
(Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Initial where applicable.

- ☐ A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ B. My company is not owned nor operated by anyone who has been convicted of a felony.
- C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

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

- ☒ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Debarment and Suspension (Executive Orders 12549 and 12689)

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Confidential/Copyrighted Information

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

5. Declaration of Business Location - Texas Education Code 44.031(b)(8)

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

- ☒ A. Has its principal place of business in the State of Texas; OR ☐ B. employs at least 500 persons in the State of Texas
☐ C. Principal place of business is not in the State of Texas: _____
(City, State)

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are (Please print name(s) below. If not applicable, please indicate N/A.)

Lawrence L. Halcomb

7. Delinquent Taxpayers

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

☒ I am not a delinquent taxpayer to McAllen ISD

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

8. Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

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

☐ I am an Active certified HUB vendor. HUB expiration date: _____

☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

☒ I am neither.

9. Buy America Provisions

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. HB 89: Anti-BDS

Pursuant to Texas Government Code Chapter 2270, [Vendor] represents and warrants to the District that [Vendor] does not boycott Israel and will not boycott Israel during the term of This Agreement.

11. Federally Funded Purchases

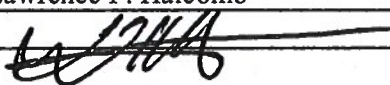
By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases (see attached "Federally Funded Purchases" form).

I, the undersigned authorized agent for the company named below, certify that the information concerning Sections 1-10 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-11 listed above.

COMPANY NAME: Foremost Telecommunications Corporation

AUTHORIZED AGENT'S NAME (PRINTED): Lawrence F. Halcomb

SIGNATURE OF COMPANY OFFICIAL: _____



McAllen Independent School District
Federally Funded Purchases

Contract Provisions for contracts under Federal Awards – Contractor agrees to comply with the following provisions.

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 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."
- 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 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 entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the

McAllen Independent School District
Federally Funded Purchases

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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).
- **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or submit an offer 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 award.
- **A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **Buy American Provision**

SECTION E
W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
P.O. Box 261160

6 City, state, and ZIP code
Plano, TX 75026

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

7	5	-	2	2	9	9	7	3	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Joshua E. George

Date ▶ 02/17/2018

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION F
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

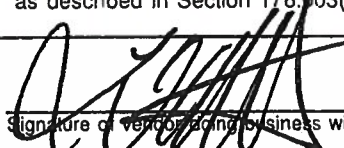
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

Date

SECTION G
DEVIATION/COMPLIANCE FORM

DEVIATION/COMPLIANCE FORM

An authorized company representative must sign this form to indicate compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, and all other information contained in this solicitation. All deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any response based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the respondent assures the District of their full compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and any other information contained in this solicitation.

List deviations below (attach additional sheets, if needed):

Please see attached Section Response Document which includes expanded responses to the
District requirements and specifies any deviations.

Foremost Telecommunications Corporation

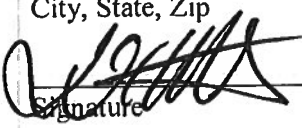
Company Name

515 E. Jackson St.

Address

Harlingen, TX 78550

City, State, Zip


Signature

lawrence@foremost.tel

Email

956-507-4014 956-507-4015

Phone #

Fax#

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2019-447590

Date Filed:
01/31/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Foremost Telecommunications Corporation
Dallas, TX United States

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

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.
#2018-159 - E-Rate 2019
Internet Services

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.



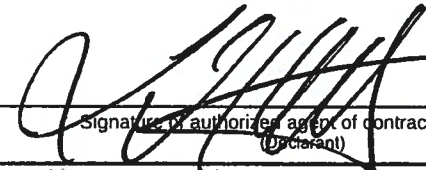
6 UNSWORN DECLARATION

My name is Lawrence F. Halcomb, and my date of birth is August 5th, 1987.

My address is 5757 Alpha Rd. Suite 107, Dallas, TX, 75240, US.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 7th day of February, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

MASTER SERVICES AGREEMENT

This *Master Services Agreement* (hereinafter the "Agreement") by and between FOREMOST TELECOMMUNICATIONS, a Texas corporation (hereinafter referred to as "FOREMOST"), with its principal place of business at 5757 Alpha Road, Suite Number 110, in Dallas, Texas (75240), and McAllen Independent School District, a _____ (hereinafter referred to as the "Customer"), with its principal place of business at _____ in _____, shall govern all services that Customer may desire to order from FOREMOST through a subsequent *Service Order*.

Term and Termination

1. This Agreement shall begin when Customer places its first *Service Order* with FOREMOST and shall end upon the termination of Customer's final existing *Service Order* with FOREMOST. As any such *Service Order* shall amend this Agreement, no *Service Order* may be placed until Customer and FOREMOST have signed this Agreement.
2. The term of each *Service Order* shall begin upon the installation of the corresponding service and shall end upon the expiration of the term of such *Service Order*, provided that either party first provides 30 days notice of such termination to the other party. If no term is specified or if the term of the *Service Order* expires, the *Service Order* shall continue to be in force from month-to-month until 30 days elapse from the receipt of a notice of termination.
3. If a material obligation contained in this Agreement or an applicable *Service Order* is breached, other than a breach for non-payment or any other breach separately provided for elsewhere in this Agreement, then the complaining party must deliver a written notice setting forth the details of the breach to the alleged breaching party. The complaining party may not terminate this Agreement or any applicable *Service Order* until and unless such breach has not been cured within 30 days following the receipt of the written notice.
4. The parties agree that FOREMOST would be damaged by any early termination of any *Service Order*, and that such damages would be difficult, if not impossible, to calculate with any degree of certainty; therefore, the parties agree that a reasonable estimation of such damages shall be calculated by multiplying the monthly charges incurred by the applicable *Service Order* by the number of months remaining in the applicable term, and that Customer shall pay FOREMOST those damages upon such early termination.

Billing and Payment

5. All services provided by FOREMOST, along with any applicable taxes, fees, and usage charges shall be billed to the Customer by FOREMOST on a monthly basis. Usage-sensitive, installation, and other non-recurring charges shall be billed in arrears and fixed monthly recurring charges shall be billed a month in advance. Installation charges shall be billed on a per-line basis.
6. Payments to FOREMOST must be made by cash, check, wire transfer, or money order. The parties agree that a charge of up to fifty dollars (\$50.00) may be assessed for checks returned for lack of sufficient funds.
7. The parties agree that all amounts stated on each monthly invoice are due and payable no later than 15 days from the invoice date (hereinafter the "Due Date"), and that if Customer fails to make full payment by the Due Date, then the past due amount shall accrue interest in the amount of the lesser of one and one-half (1½%) of the past due amount per month or the maximum lawful rate under applicable State law. The parties further agree that FOREMOST will be damaged by such delays in payment, and that such damages would be difficult, if not impossible, to calculate with any degree of certainty; therefore, the parties agree that such damages shall amount to 10% of the past due amount (hereinafter referred to as the "Late Fee"), and that Customer shall pay such Late Fee no later than 15 days after being invoiced for same, after which any unpaid Late Fee shall accrue interest as above along with any other past due amount. If any past due amounts remain unpaid for 15 days, then FOREMOST shall have the right to suspend or disconnect Customer's service.

8. Regardless of the foregoing, amounts reasonably disputed by Customer (along with any interest and late fees attributable to such amounts) shall not be a basis for suspension or termination of Customer's service as provided above if Customer (i) pays all disputed charges on or before the Due Date, (ii) presents a written statement detailing the dispute, along with appropriate supporting documentation, no later than 10 days after the Due Date, and (iii) negotiates in good faith with FOREMOST for the purpose of resolving such dispute within 30 days after the Due Date. If such dispute is mutually agreed upon and resolved in favor of FOREMOST, then Customer agrees that FOREMOST shall retain the disputed amount. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and any applicable interest and late fees. If the parties cannot agree as to the resolution of the billing dispute within 30 days after the Due Date, then the parties agree to submit their arguments for mandatory binding arbitration with NORTH TEXAS MEDIATION AND ARBITRATION in Richardson, Texas, no later than 45 days after the Due Date, after which the arbitrator shall render a decision no later than 75 days after the Due Date. The parties agree to waive and forego any and all other methods of resolving any billing disputes, and that the party prevailing at arbitration shall be awarded any and all costs related to said arbitration. This right to dispute applies only to services provided to Customer and not to any dispute Customer may have with third parties to this Agreement.
9. If service is suspended by FOREMOST, then Customer agrees to pay a service restore charge equal to 10% of the monthly recurring charges associated with the service to be restored. If any particular service has been suspended more than once per calendar year, then FOREMOST may require a deposit of up to two months of the monthly recurring charges associated with the service to be restored before restoring such service.

Foremost Service

10. If the Customer provides their own lines or facilities, they will be responsible for all ordering, provisioning, maintenance, and payment for such lines or facilities which are separate from the services provided under this Agreement or an applicable *Service Order*. FOREMOST shall retain ownership of equipment that it supplies to Customer unless otherwise stated in this Agreement or an applicable *Service Order*.
11. FOREMOST provides internet service for use with FOREMOST IP Addresses, which are and will always be the property of FOREMOST. No other IP addresses may be used with this service other than IP addresses approved by FOREMOST. If customer leaves FOREMOST as their service provider, then Customer will lose use of all FOREMOST IP Addresses. FOREMOST has sole discretion as to the internet routing of these network numbers and may re-assign these network numbers from time to time.
12. FOREMOST provides no network security. FOREMOST may, at its option, assist in network security breach detection or identification, but shall not be liable for any inability, failure, or mistake in doing so.
13. Unless a separate maintenance agreement has been entered between FOREMOST and the Customer, FOREMOST does not provide support for the Customer's network or equipment. FOREMOST is not responsible to Customer for the cost or expense of administrative, technical, emergency, and support personnel at customer's location necessary for dealing with FOREMOST and for providing and maintaining Customer's own computer equipment.

Customer Use of Service

14. The right to use the Service is strictly limited to Customer only and does not extend to any other person, corporation, or entity except for wholly-owned affiliates of Customer and those members of Customer's staff and consultants in the course of performing work for the Customer. Any other third-party traffic, including packet access and electronic mail, whether sent from Customer's facilities or received on behalf of the third-party through the service, is expressly prohibited.
15. If Customer provides or receives services through non-FOREMOST networks, FOREMOST accepts no responsibility for their authorization or use on such networks. Use of other networks may require approval of the respective network authorities and use may be subject to any acceptable usage policies that such networks may establish. FOREMOST does not own or control networks outside of FOREMOST, and is not responsible for performance or non-performance within them or within non- FOREMOST operated interconnection points between FOREMOST and other networks.

16. Customer agrees not to use FOREMOST services for any unlawful purpose, including without limitation any use which constitutes or may constitute a violation of any local, state, or federal obscenity law. Any content or transmission through the service in violation of any local, state, Federal, or international law, regulation, treaty, or accepted internet policy, such as spamming, is strictly prohibited. Any such violation may be grounds for suspension of the Service. If the Customer's website is hosted on FOREMOST servers and is deemed to be inappropriate or disruptive by FOREMOST, then FOREMOST may suspend access to such website until Customer removes or changes the website.
17. Customer shall make all arrangements with copyright holders, music licensing organizations, performer's representatives or other parties for necessary authorizations, clearances, or consents with respect to transmission contents ("Consents"). Customer shall indemnify and hold Providers harmless against and from any court, administrative or agency action, suit or similar proceeding, whether civil or criminal, private or public, brought against Providers arising out of or related to the contents transmitted hereunder (over FOREMOST's network or otherwise) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure Consents, failure to meet governmental or other technical broadcast standards, or that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or are otherwise unauthorized or illegal. FOREMOST may terminate or restrict any transmissions over the network if, in its judgment, (i) such actions are reasonably appropriate to avoid violation of applicable law, or (ii) there is a reasonable risk that criminal, civil, or administrative proceedings or investigations based upon the transmission contents will be instituted against Providers.
18. Customer is responsible for notifying all other services not provided by FOREMOST. FOREMOST is not responsible for services not provided by FOREMOST. Any previous service(s) being replaced by FOREMOST must be taken care of by the customer. FOREMOST is not responsible for billing from others.

Limitation of Liability

19. In the event of any breach of this Agreement or any failure of services, the entire liability of FOREMOST, its affiliated providers, operators, or maintenance or repair contractors (hereinafter Providers) shall in no event exceed sums actually paid to Providers by Customer for the specific services giving rise to the claim. Under no circumstances shall Providers be liable for any indirect, incidental, consequential, punitive, or special damages, including damages for any lost business opportunity or profits, even if Provider has been advised of the possibility of such damage or loss.

Warranty

20. Customer certifies that no promises, rates, services, or conditions have been represented by any FOREMOST representative other than those specifically described in this Agreement. FOREMOST warrants that its services shall be provided to Customer substantially in accord with any technical specifications set forth individually for each *Service Order*. Further, FOREMOST shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents, or errors in its services and restore such services to comply with the terms hereof. The foregoing warranty is the sole and exclusive warranty of services under this Agreement.

ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, ARE HEREBY WAIVED, DISCLAIMED, AND DISAVOWED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Customer is responsible for assessing its own computer and transmission network needs and the results to be obtained there from. Use of any information obtained through FOREMOST services is at the Customer's risk. FOREMOST specifically denies any responsibility for the accuracy or quality of information obtained through the service.

Indemnity

21. Customer agrees to defend, indemnify, and hold FOREMOST, along with its officers, directors, employees, agents, and contractors, harmless from and against any loss, debt, liability, damage, obligation, judgment, or settlement of any kind or nature, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred, including attorneys' fees, expert witness fees, forensic accounting fees, and any and all other costs arising out of, resulting from, or based upon any complaint, demand, claim, action, proceeding, or suit, whether actual, pending, or threatened, which alleges an act or omission on the part of Customer incidental to the performance of this Agreement, alleges a defect in or failure to provide FOREMOST services to Customer, or alleges misconduct related to any transmissions made over the service, regardless of whether said transmissions were made with or without Customer's permission or knowledge.
22. Customer shall promptly notify FOREMOST in writing when it becomes aware of any circumstances which invokes or may invoke the indemnity obligations set forth herein.

Force Majeure

23. If either party's performance of this Agreement or any obligation (other than the obligation to make payments) hereunder is prevented, restricted, or interfered with by causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, power outage, storm, or other similar occurrence including rain or other atmospheric conditions, any law, order, regulation, direction, action, or request of the United States Government or national, state, or local governments, or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more of said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, acts of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches, or delays, then the affected party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference. The affected party shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes cease.

Proprietary Information

24. FOREMOST and Customer understand and agree that the terms and conditions of this Agreement and all documents referenced herein (including invoices to Customer for services provided hereunder) are confidential as between Customer, FOREMOST, and its affiliates and shall not be disclosed by the parties to any other party other than the directors, officers, and employees or agents of the parties who have specifically agreed to this nondisclosure.
25. Other than this Agreement and the documents referenced herein, when confidential or proprietary information or trade secrets are furnished to the other party in a tangible form, the disclosing party shall mark the information in a manner to indicate that it is considered proprietary, confidential, a trade secret or otherwise subject to limited distribution as provided herein. When information deemed to be proprietary is provided orally to the other party, the disclosing party shall, at the time of disclosure, clearly identify the information as being proprietary or confidential or otherwise subject to limited distribution, and shall provide the receiving party with a written summary thereof within ten (10) days thereafter.
26. The party to whom information is disclosed shall have no obligation to preserve the proprietary nature of any information which (i) was previously known to such party free of any obligation to keep it confidential, (ii) is or becomes publicly available by other than unauthorized disclosure, (iii) is developed by or on behalf of such party independent of any information furnished under this agreement, (iv) is received from a third party whose disclosure does not violate any confidentiality obligation, or (v) is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation, or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation, or court order, and sufficient notice is given by the recipient to the disclosing party of any such requirement or request to permit the disclosing party to seek an appropriate protective order or exemption from such requirement or request.

27. FOREMOST and customer further agree that any press release, advertisement, or publication regarding this Agreement and the services provided hereunder or in which FOREMOST, Customer, or either party's affiliates are to be mentioned, shall be submitted to the Customer or FOREMOST, as the case may be, for its written approval prior to publication. Customer and FOREMOST understand and agree that either FOREMOST or Customer may disclose such information as may be required under applicable law.

Miscellaneous Provisions

28. **Customer Responsibility.** Customer has sole responsibility for installation, testing, and operation of facilities, services, and equipment ("Customer Facilities") other than those specifically provided by FOREMOST as part of the services described in any applicable *Service Order*. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for the services after the actual start date.
29. **Title to Equipment.** This Agreement shall not, and shall not be deemed to convey to Customer title of any kind to any facilities utilized in connection with FOREMOST services.
30. **Written Amendment.** Any addition, deletion, or modification to this Agreement shall not be binding on either party except by written amendment executed by both parties.
31. **No Venture.** The provision of services shall not create a partnership or joint venture between the parties.
32. **Suspension of Services.** In addition to the non-payment of any sum due hereunder, FOREMOST may immediately suspend services in whole or part if FOREMOST determines that such services violate any state or federal statute, or promulgation of any rule, regulation, or order of the Federal Communications Commission or other governing body which makes FOREMOST's performance commercially impracticable.
33. **Rate Adjustment.** FOREMOST reserves the right to change rates, fees, taxes, and charges for services in response to government or regulatory agency mandated changes in rules or laws upon ten (10) days written notice.
34. **Effect of Change in Law.** If FOREMOST is prohibited from furnishing service, or if any material rate or term contained herein and relevant to the affected portion of any service is substantially changed, all by local, state, national, or international governmental authority, then FOREMOST shall have the right to alter or cancel such service to comport with the law.
35. **Assignment.** Customer shall not assign or otherwise transfer (including without limitation, a transfer due to a "change of control") its rights or obligations under this Agreement without the prior written consent of FOREMOST, which shall not be unreasonably withheld. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle FOREMOST to terminate the services provided hereunder. A change in control shall be deemed to be an assignment, merger, sale of controlling interest, or other transfer of a controlling ownership interest.
36. **Successor Liability.** This Agreement shall inure to the benefit of, and shall bind as applicable, the heirs, successors and assigns of each executing party.
37. **Choice of Law.** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. This Agreement is executed in the County of Collin, State of Texas, where it shall be enforceable for all purposes. The parties agree that any disputes over the formation, construction, interpretation or breach of this Agreement shall be resolved in the courts of Collin County, Texas.
38. **Attorneys' Fees.** If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

39. Severability. In the event any provision of this Agreement conflicts with any statute, rule, or order of any governmental unit, court, regulatory body, or tariff, then, if required by law, such statute, rule, order, or tariff shall control. Further, if any one or more provisions contained within this Agreement are determined by a court of law to be invalid, unenforceable, or void, then the remainder of the Agreement shall not be affected thereby, but shall continue in full force and effect.
40. No Waiver. The failure of either party to enforce any provision hereof shall not constitute a pattern, course of conduct, ratification, or other waiver of such provision. Any such waiver of the provisions herein must be in a writing signed by both the parties.
41. Publicity and References. Subject to the section concerning confidential information, the Parties contemplate and agree that publication of information surrounding this Agreement may occur through press releases, articles, interviews, marketing materials, online materials, and/or speeches ("Publicity"). Both Parties must approve the content of any such Publicity prior to its publication, which approval shall not be unreasonably withheld. Routine references to the fact that Customer is a customer of FOREMOST and the general nature of services that Customer purchases under this Agreement are not considered Publicity for purposes of this section, and Customer and FOREMOST each authorize the other, during the term of this Agreement, to make such references.
42. Headings. Descriptive headings contained in this Agreement are for convenience and not intended as substantive portions of the Agreement. Such headings shall have no effect upon the construction of the Agreement.
43. Industry Terms. The parties intend that words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise.
44. Merger. This Agreement, including any *Service Orders*, as may be entered from time to time, consist of all the terms and conditions contained herein and in documents incorporated herein specifically by reference. This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements, oral and written, between the parties relating to FOREMOST services provided hereunder.
45. Change in Account Information. Customer agrees to notify FOREMOST in writing of any changes in the account information such as address, name on the account, or contact information.
46. Notices. All notices to be sent to a party pursuant to this Agreement shall be in writing and deemed to be effective upon (i) personal delivery, (ii) three days after mailing certified mail return receipt requested, (iii) on the day when the notice has been sent by facsimile if during business hours and followed by express mail priority next-day delivery, or (iv) in the case of invoices, upon the Due Date. In each case, the notice shall be sent to the person identified at the address specified in this section below. The effective date for any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing. The contact information, addresses, telephone numbers, facsimile numbers, and email addresses for the respective parties to give notice to the other party per the terms of this Agreement shall be:

FOREMOST TELECOMMUNICATIONS

5757 Alpha Road

Suite 110

Dallas, TX 75240

Telephone: (469) 554-4014

Facsimile: (469) 554-4015

Email: admin@foremosttelecom.com

Attention: Contracts Manager

McAllen Independent School District

Telephone: _____
Facsimile: _____
Email: _____
Attention: _____

USAC GUIDELINES

47. Guidelines. This Agreement and its terms are conditional and are subject to the guidelines set forth by the Universal Service Administration Company (USAC), and the ERATE program.
48. Funding. Customer will pay for the services directly to FOREMOST and apply for reimbursements from USAC using the BEAR method.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated below:

FOREMOST TELECOMMUNICATIONS:

Customer:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



SERVICE ORDER

Service Order Number SAMPLE

This *Service Order* memorializes the agreement between McAllen I.S.D. (hereinafter referred to as the "Customer"), and Foremost Telecommunications (hereinafter referred to as "Foremost"), whereby Foremost will provide voice and/or data services in exchange for fees over the course of a definite term, all of which shall be governed by the *Master Services Agreement* signed by the parties and designated as MSA Number SAMPLE, and all of which is more particularly described as follows:

Service Location: _____

McAllen, TX

☒ New Service
☐ Renew Service **Term:** Months
☐ Convert Service
☐ Upgrade Service ☐ Month to Month

Voice Services

	Service	Quantity	Unit Cost	MRC	NRC
☐	Analog Line				
☐	PRI				
☐	DID				
☐	SIP Trunking				
☐	Long Distance Plan (48 Contiguous States)				
☐	Toll-Free Number				
☐					

Data Services

	Service	Quantity	Unit Cost	MRC	NRC
☒	Dedicated Internet Access				
☐	IP Address				
☐					

Customer Equipment

	Equipment	Quantity	Unit Cost	MRC	NRC
☐					
☐					

Nonstandard Voice Features

	Feature	Quantity	Unit Cost	MRC	NRC
☐	Caller ID Name				
☐					
☐					

Additional Terms: _____

TOTALS:

--	--

Voice Services Details

Foremost voice services include standard features Call Forwarding, Remote Call Forwarding, Caller ID Number, Speed Calling, and Three-Way Calling. Call Waiting is also offered upon request at no charge.

Existing Lines to Convert

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

Lines in Hunt

Number of Lines in Hunt Group:

Hunting Type Preference:

Hunting Types: R=Regular Series Completion C=Circular U=Uniform Call Distribution

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

PRI, SIP Trunking, and DID Information

Quantity of Telephone Numbers Required:

PBX Manufacturer:

Required Digits (*four digits is standard*):

PBX Model:

Call Forwarding Options

Call Forwarding - Busy Line:

Call Forward To:

For Lines:

Call Forwarding - Don't Answer:

Call Forward To:

For Lines:

After Number of Rings:

Call Forwarding - Busy Line/Don't Answer:

Call Forward To:

For Lines:

After Number of Rings:

Remote Access to Call Forwarding:

For Lines:

*** Additional configuration information may be submitted on a separate attachment to this *Service Order*.

Long Distance Information (rates below only apply to long distance calls within the 48 contiguous United States)

Interstate Long Distance Rate: 3.9 cents per minute

Intrastate Long Distance Rate: 5.9 cents per minute

☐ Allow Calls Outside the 48 Contiguous United States (requires signed authorization)

☐ Alternate Long Distance Provider (requires signed authorization) Long Distance Carrier Identification Code:

Toll-Free Number Service

Toll-Free Number	Terminates To	Origination

Listing Information (White Pages and Directory Assistance only)

Name to be Listed:

☐ Maintain Existing Listing

Address to be Listed:

☐ Publish New Listing

Telephone Number to be Listed:

☐ Not Published

Name to Appear on Caller ID (limit 15 characters):

Additional Terms:

Foremost Telecommunications:

Signature of Authorized Representative

Printed Name

Title

Date

Customer:

Signature of Authorized Representative

Printed Name

Title

Date



Foremost Telecommunications began offering internet and telephone services in 2002, and has offices in Dallas, Corpus Christi, the Rio Grande Valley, and San Antonio.

Our Products Include

Telephone Lines

(Traditional and VoIP)

Fiber

Local & Long Distance

Private Line Service and MPLS

PRI

Toll Free Service

And More!

The Leaders in Data and Voice Services!

We Provide Unparalleled Data and Voice Solutions for:

- Businesses of any Size-
- Schools and Government Organizations-
- Non-Profit Organizations-

-Your Business!-

Multiple Locations
Multiple Services
One Invoice
No Problems

Call Foremost at
(844) 440-4444
for a quote today!



Our Products Include

Hosted PBX

VPN Services

Collocation

Disaster Recovery

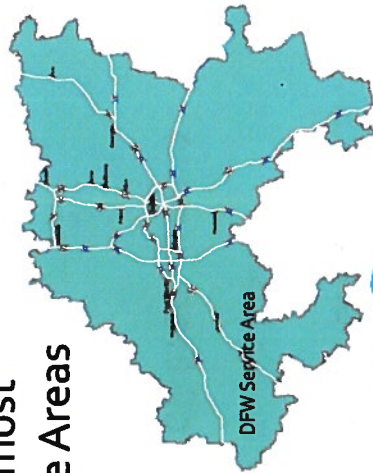
Metro Ethernet

Hosting

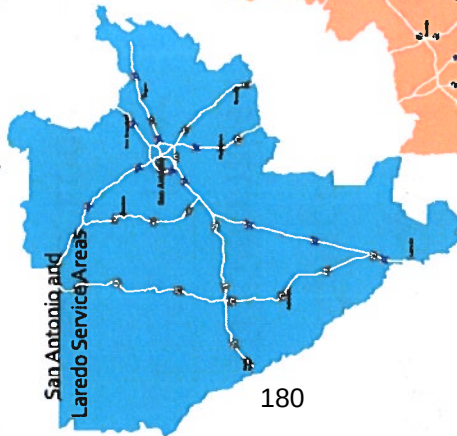
Managed Network

And More!

Foremost Service Areas

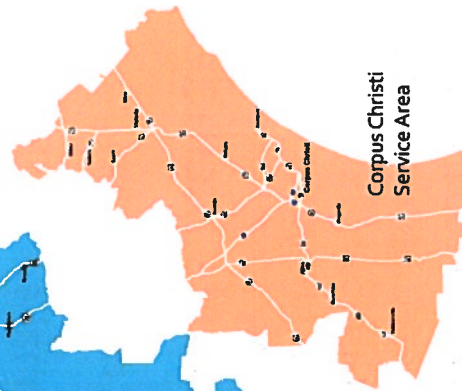


DFW Service Area

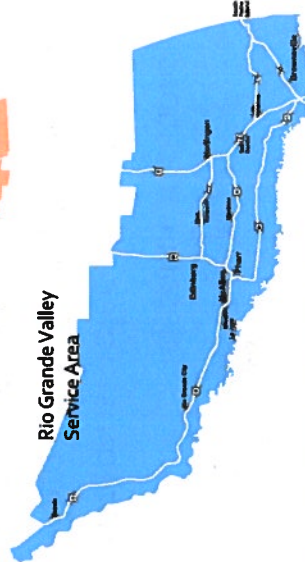


San Antonio and
Laredo Service Areas

180



Corpus Christi
Service Area



Rio Grande Valley
Service Area

Foremost
Toll-Free: (855) 205-4400
Toll-Free Fax: (855) 205-4445



**Office locations all over Texas,
so we're always local!**

DALLAS/FORT WORTH
And Surrounding Areas
5757 Alpha Road, Suite 110
Dallas, Texas 75240

CORPUS CHRISTI
Alice, Beeville, Kingsville, and Victoria
606 N. Carancahua St. Suite 822
Corpus Christi, Texas 78401

RIO GRANDE VALLEY
From Brownsville to Zapata
515 E. Jackson Street
Harlingen, Texas 78550

SAN ANTONIO and LAREDO
Including Surrounding Areas
100 Taylor Street, Suite 260
San Antonio, TX 78205

We now also service
Austin, Houston, and Beaumont!



**Business Class
Telephone
&**

**Internet Services
To Help YOU Succeed!**

Foremost Telecommunications
and Cloud Services offer a
diverse array of voice and data
services to provide your
organization with the tools
necessary for success.
Ask us today how we can
provide a superior solution for
you!





*Multiple Locations.
Multiple Services.
One Invoice.
No Problems.*

OUR SERVICES INCLUDE

Local Telephone Lines
(Traditional or VoIP)

Fiber

Hosted PBX

MPLS

PRI

Long Distance and Private Line
DID and Remote Branch Office Numbers

E-mail and Web Hosting

Collocation and Disaster Recovery

Managed Networks

VPN Services

And More!

*We Provide Unparalleled Data and Voice Solutions for
Businesses of any Size
Schools and Government
Non-Profit Organizations
Your Business!*



Every business has a need for quality data and voice services. Communication is critical to a business, and the ability to balance cost with utility can make or break a business. At Foremost, our speciality is helping the average business maximize the capabilities and performance of their telecommunications services without affecting their bottom line.

Reliable.

Effective.

Texas Based. Texas Proud.

Competitive.

Dedicated.



*Business Class
Telephone and Internet Services
To help YOU succeed!*

Contact us Today for a Consultation!

FOREMOST TELECOMMUNICATIONS

515 E. JACKSON STREET
HARLINGEN, TEXAS 78550
LOCAL: (956) 507-4014
FAX: (956) 507-4445
SALES@FOREMOST.TEL

WWW.FOREMOSTTELECOM.COM

EXHIBIT C

Contractor's Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078	CONTACT NAME: Greg Klement	FAX (A/C, No.): (972) 562-7129	
	PHONE (A/C, No., Ext): (972) 562-7455	E-MAIL ADDRESS: greg@klementagency.com	
INSURED Foremost Telecommunications Corporation P.O. Box 261160 Plano TX 75026-1160	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : LIBERTY MUTUAL		051116
	INSURER B : TEXAS MUTUAL INSURANCE		019746
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	BKS1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	BAA1957332862	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X		USO1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 RETAINED LIMIT \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF0001290033--18	07/01/2018	07/01/2019	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY	X	X	BKS1957332862	09/13/2018	09/13/2019	BUILDING LOC #4 368,732 CONTENTS (4 TOTAL LOC) 298,822 DEDUCTIBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Please see attached list of scheduled auto's that are covered on the Insured's commercial Auto Policy.

CERTIFICATE HOLDER**CANCELLATION**

AI 111907

MCALLEN INDEPENDENT SCHOOL DISTRICT 4309 WARRIOR DRIVE BLDG. C MCALLEN TX 78501-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 184 

Fax: () -

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SUMMARY OF INSURANCE: VEHICLE INFORMATION					DATE	02/22/2019
PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455			APPLICANT NAME AND MAILING ADDRESS Foremost Telecommunications P.O. Box 261160 Plano TX 75026-1160 (972)690-8844		CLIENT ID 103259	
			POLICY BAA1957332862		09/13/2018 to 09/13/2019	
YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE	
1994	FORD	TRUCK	1FDLF47G3REA49405			
2004	JSTMC	TRAILER	1J9CE16244C115769			
2005	JSTNC	TRAILER	1J9CE16275C115914			
2000	GMC	3500	1GDKC34J6YF503251			
2013	JTC	TRAILER	JTC20138L65120R73			7,000
1996	FIBER	TRAILER	1C9EU12204B746460			
2008	FORD	F550 TRUCK	1FDAF56R28EE15983			28,247
2008	FORD	F550 TRUCK	1FDAF56R38ED50559			28,247
2008	FORD	F550 TRUCK	1FDAF57R18EA70010			28,247
2011	FORD	F550 BUCKET TRUCK	1FDUF5HT0BEA13005			
1999	PELS	TRAILER	4FGL01128XC518296			
			185			
THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.						