Hosted VoIP Services
Request for Proposals #2018-04

Issued March 19, 2018 by:
Region 9 Education Service Center
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Wichita Falls, TX 76306
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Submittal Deadline:
APRIL 9, 2018 – 3:00 PM (CDT)
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Part 1.0 – Notice to Proposers

1.1 Submittal Deadline

Proposal submissions in response to this Request for Proposals (RFP) will be accepted by Region 9 Education Service Center (Region 9) until 3:00 PM (CDT) on April 9, 2018. Proposals must be submitted in a sealed envelope (or box as appropriate) with the Proposer’s name, RFP name, RFP number, and closing date prominently visible on the package. Proposals shall be submitted to:

Dana Parrish, Administrative Assistant
Region 9 Education Service Center
301 Loop 11
Wichita Falls, TX 76306

1.2 Proposal Contact Person

Proposers will direct all questions regarding this RFP to the following contact:

Dana Parrish, Administrative Assistant
Region 9 Education Service Center
Email: dana.parrish@esc9.net

All questions and other communication regarding this RFP should be directed to the proposal contact via email. The proposal contact must receive all questions no later than 4:00 PM (CDT) April 3, 2018. All responses will be provided in writing throughout the proposal development process and no later than close of business April 4, 2018. All submitted questions and their responses will be posted on the Region 9 website at http://www.esc9.net/332951_3 (Resources/Purchasing/Requests for Proposals).

1.3 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time (if applicable) – CDT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released</td>
<td>March 19, 2018</td>
<td></td>
</tr>
<tr>
<td>Question submission deadline</td>
<td>April 3, 2018</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Response to questions</td>
<td>April 4, 2018</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Proposal submission deadline</td>
<td>April 9, 2018</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>Proposal Opening</td>
<td>April 9, 2018</td>
<td>3:15 PM</td>
</tr>
<tr>
<td>Location: Region 9 ESC, 301 Loop 11, Wichita Falls, TX 76306</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposal review/negotiation</td>
<td>April 10 – April 18, 2018</td>
<td></td>
</tr>
<tr>
<td>Preliminary notification to selected Proposer(s)</td>
<td>April 18, 2018</td>
<td></td>
</tr>
<tr>
<td>Approval of award by Region 9 Board of Directors</td>
<td>April 25, 2018</td>
<td>12:30 PM</td>
</tr>
<tr>
<td>Contracts signed</td>
<td>By April 30, 2018</td>
<td></td>
</tr>
</tbody>
</table>

Region 9 will develop and discuss additional timelines related to project deliverables with the successful contractor.
1.4 Addenda to the RFP

Region 9 reserves the right to revise and amend the specifications prior to the date set for the proposal opening. Revisions or amendments, if any, will be made by issuing addenda. All RFP addenda will be posted on the Region 9 website http://www.esc9.net/332951_3 (Resources/Purchasing/Requests for Proposals).

Each Proposer must provide the signed statement included in Part 7.0 of this RFP acknowledging receipt of all addenda.

1.5 HUB Subcontracting Plan

A HUB Subcontracting Plan is not required as part of the proposal submission.

1.6 Submission of Proposal

Proposers must submit a total of one (1) complete hardcopy and one (1) identical electronic copy (CD ROM or flash drive) of the entire proposal.

**Hardcopy**

- One (1) original hardcopy of your proposal with original signature by an authorized person must appear on all required forms in the original hard copy (see Part 7.0 of this RFP for the required forms).

**Electronic**

- One (1) electronic copy of your proposal,) in PDF format or Microsoft Word format, submitted on one (1) CD ROM or flash drive.

Proposals (hardcopy and CD ROM or flash drive) must be submitted in a sealed envelope with the Proposer’s name, RFP name, RFP number, and closing date prominently visible on the package. The deadline for your response is 3:00 PM, Monday, April 9, 2018. No proposal will be accepted after this deadline. All proposals submitted after the deadline will be returned to the bidder unopened.

Incomplete submissions, in either content or number, will not be accepted or considered for award.

**Faxed responses are not appropriate for submission** and will not be accepted or considered.

1.7 Proposal Validity Period

Each proposal must state that it will remain valid for acceptance for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation, selection, and any unforeseen delays.

1.8 RFP Award

Proposals will be selected for award based upon the quality of the response to the request for proposal. Award will be made to the Proposer submitting the proposal that is responsive and that best satisfies the evaluation criteria outlined in Part 5.0 of this RFP. This project will be awarded to one vendor.
Region 9 reserves the right to reject any and all proposals and to negotiate portions thereof including the submitted project budget.

Respondents are advised that under the provisions of the RFP, Region 9 reserves the right to conduct negotiations over the proposals received or to award a contract without negotiations.

1.9 Contract Period

The period of this contract will be April 30, 2018 – August 31, 2021. A two (2) year extension may be negotiated by mutual agreement (see also section 3.7 Renewability and Term and Termination provision under Standard Terms and Conditions).

1.10 Preparation Costs

Region 9 will not be liable for any costs incurred in the preparation and submittal of proposals.

1.11 Disclosure of Proposal Content

After contract award, proposals are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Proposers must indicate on their proposal cover if their submission contains proprietary information. It is required that a Proposer identify the specific portions of the proposal that it considers proprietary; however, entire sections cannot be specified as such.

If Proposers consider any portion of their proposal to be confidential and/or proprietary and considers that disclosure of its contents to competitors would cause the Proposer substantial competitive harm, the Proposer must clearly identify those portions of the proposal by designating CONFIDENTIAL OR PROPRIETARY in bold letters on the specific content within the applicable page(s) by clearly marking the text in red with the words “CONFIDENTIAL” or “PROPRIETARY”. The ESC will attempt to protect the identified portions from disclosure to the extent permitted under the law. You will be provided notice of any request for disclosure of the identified information and provided the opportunity to support your claim of confidentiality before the Texas Attorney General.

1.12 Submittal Checklist

In addition to the documents required under Part 4.0 of this RFP, Proposers are instructed to complete, sign, and return the following documents as part of their submission. If Proposers fail to return any of the following items with the proposal, the submission may be rejected. All forms can be found in Part 7.0 of this RFP.

- Proposal Cover Page
- Acknowledgement Form
- Cost Proposal - Equipment
- Agreements/Disclosures
- EDGAR Compliance Form
Part 2.0 – Project Introduction and Purpose

2.1 Purpose of the Request for Proposal

Region 9 ESC is soliciting a provider of Hosted VoIP (Voice Over Internet Protocol) Services to be installed at school districts within the Region 9 area. Region 9 ESC will serve as the administrator of the contract and will oversee installation and integration of the service with the district’s network standards.

2.2 Project Introduction

Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and Texas Education Code § 8.002(a) directs regional education service centers to provide services to assist schools in improving student performance and increasing the efficiency and effectiveness of school operations; therefore, Region 9 ESC will offer this service to school districts and will assist in the integration and efficient operation of the system.
Part 3.0 – Project Scope of Work and Technical Requirements

3.1 Scope of Work

Proposers shall provide a detailed description of how they will provide the following services required for this project. The hosted VoIP Services shall provide the following:

- Must be compatible with the current District(s)’ network standards, (Voice VLANs and QOS that are standard in managed switches). The hosted solution must support E911 Service from any building location.

- The District will utilize the hosted solution for all inbound, outbound, local, long-distance, and toll free calls.

- Caller ID service will also be required. **THIS IS NOT OPTIONAL!!!**

- Must provide Voicemail once the District has implemented the hosted solution District-wide. Integration of Voicemail to Email (Gmail) or Office 365 will be required.

- Must be fully redundant. Provider will need to have redundant power, internet and server environment. Each provider data center must comply with a unique set of industry security standards including SSAE 16, SOC1, and SOC2.

- Must provide 24x7x365 proactive network monitoring for all hosted circuits. Provider must also provide 24x7 technical phone support with a maximum of 3 hour on-site response time if deemed necessary by District/Region Technology Services staff.

- Hardware and software maintenance shall be performed during non-business hours (6pm-5am M-F, anytime Saturday & Sunday) and shall notify District designated staff 24-hours prior to proposed maintenance time.

- Web Portal will be required for designated staff members to make changes to the operation of their phone and/or Voicemail (such as Voicemail to Email integration). Two groups of users will be necessary; administrators and users. District Tech Services staff (administrators) shall have the ability to create new login users as needed, and to make changes to individual user/phone settings. The administrator group shall have necessary rights to move/add/change phones without having to call the Provider.

- Solution should allow access to reporting and tracking of phone calls.

- Ability to customize District’s logo or other information on phone displays. (If phone supports this specific feature).

- Ability to set up automated attendant/call distribution on selected lines.

- Provider must have the ability to provide DIDs and the ability to port numbers.
- Server infrastructure must be redundant including multiple hosts for failover.
- Networking must be segmented inside the hypervisor platform for security and QOS.
- Phone systems will require server level and system level backups, daily, weekly, monthly for a period of 90 days.

### 3.2 Minimum Qualifications

- Knowledge and expertise of VLAN/Networking design.
- Knowledge of advertising/marketing strategies.
- Knowledge of DID porting and troubleshooting of SIP trunk configurations.
- Knowledge of Virtual Machine hosting of VoIP PBX telephone systems.

### 3.3 Management Plan

The Proposer must provide satisfactory evidence of their capability to manage and coordinate the types of activities described in the RFP and to provide services on time. Proposers must include:

a) Evidence the Proposer has experience working on similar projects.

b) Provide an additional minimum of two (2) client references, each from different sources of work performed during the past three (3) years similar in nature to the scope of work herein. Reference information shall include, at a minimum, the following information:
   - Name of the entity
   - Contact person (name, address, phone number, and email address)
   - Specific service provided
   - Period of performance

c) Name of the Proposer’s service facilitator(s) who will direct the overall project throughout the duration of the contract. Describe the proposed service facilitator’s experience in managing similar projects.

d) Describe procedures for Region 9 ESC staff to contact service facilitator regarding services needed as outlined in scope of work. Describe procedures Proposer will use for notifying Region 9 ESC staff of any change in service facilitator by Proposer.

### 3.4 Cost Proposal

The Proposer shall submit a time and material cost proposal detailing costs necessary to accomplish the project objectives and the activities outlined in Part 3.1. The cost proposal shall provide itemized cost information for each element of services defined in Part 3.1. Pricing shall include ALL cost necessary to provide requested services.
• The cost proposal shall provide a detailed breakdown of the user fee of concurrent call levels for the following levels:
  o Up to 8 users
  o Up to 16 users
  o Up to 32 users
  o Up to 64 users
• The cost proposal shall provide a price list for equipment as listed in section 6.0. List pricing on the provided form.

Cost proposals shall be evaluated on total cost/price. (See also Section 4.0 – Evaluation Criteria)

3.5 Proposer’s Financial Responsibility

Financial responsibility will be assessed on the following:

It is the intent of Region 9 ESC that the successful Proposer shall, to the extent permitted by law, be responsible for the acts or omissions (whether negligent, grossly negligent, willful, or otherwise) of its officers, employees, and agents. Thus, regarding claims made by third parties which are in any way related to the services or goods contemplated by this RFP, the successful Proposer, to the extent permitted by law, shall assume liability for and agree to indemnify, defend, protect, save and hold harmless Region 9 ESC and its officers, agents, subcontractors and employees from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, caused by or arising out of any act or omission of the successful Proposer, or its respective officers, employees, or agents. Nothing in any negotiated contract shall be construed to waive any of the sovereign immunities granted to Region 9 ESC under the law.

Proposers will submit evidence of sufficient risk management through commercial insurance and/or bonding to meet the requirements set forth above; however, such insurance policies must meet the minimum standards set forth in Part 6 of this RFP.

3.6 Collaboration

The Region 9 project manager and staff will assume the following roles and responsibilities: Region 9 ESC staff will make contact with provider to give information on school district needs for build-out of structure/system. Once that process is complete, provider will notify Region 9 ESC staff who will integrate with the district.

3.7 Renewability

The accepted contract resulting from this RFP may be renewed for an addition two (2) year term by mutual agreement between Region 9 Education Service Center and Contractor, provided there is no significant change in scope of work.
3.8 **Fingerprinting/Criminal History Checks**

Because of the possibility that the awarded contractor may from time to time have employees/subcontractors performing work directly at a school district and may have opportunity for verbal or physical interaction with students, the awarded contractor will be required to submit to a state/national criminal history and/or fingerprint-based criminal background review for any employees/subcontractors performing such work **at the contractor’s expense**. For additional information on these requirements and/or anticipated expense, contact Dana Parrish.
Part 4.0 – Evaluation Criteria

Review of proposals will begin as soon as practical after the closing date. The evaluation committee will score all proposals submitted based on the criteria listed below. After scoring, the proposals that best meet the needs of Region 9 will be selected for further contract negotiation. If, after negotiations, final terms cannot be agreed upon, the selected Proposer will be notified in writing that negotiations have been terminated and Region 9 will begin negotiations with the next qualified Proposer in line.

The following criteria will be considered in awarding the project:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price/Fees for Services</td>
<td>10</td>
</tr>
<tr>
<td>Reputation of Vendor &amp; Vendor’s Goods or Services</td>
<td>25</td>
</tr>
<tr>
<td>Quality of Vendor’s Goods or Services</td>
<td>10</td>
</tr>
<tr>
<td>Extent to which the Goods or Services Meet Needs</td>
<td>20</td>
</tr>
<tr>
<td>Vendor’s Past Relationship with Region 9 ESC/Districts</td>
<td>20</td>
</tr>
<tr>
<td>Total Long-Term Cost of Region 9 to Acquire the Vendor’s Goods or Services</td>
<td>10</td>
</tr>
<tr>
<td>Other Relevant Factors: Cost of Hardware/Equipment</td>
<td>5</td>
</tr>
</tbody>
</table>

Total Possible Points 100
Part 5.0 – Standard Terms and Conditions

This section contains standard terms and conditions of the contract between Region 9 and the selected contractor. Any exceptions to this standard contract must be disclosed in the required forms of this RFP.

Abandonment or Default
If the Contractor defaults on the contract, Region 9 Education Service Center reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible Responder. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Amendments
This Contract may be amended only upon written agreement between Region 9 Education Service Center and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

Antitrust
Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

Applicable Law; Venue
This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Wichita County, Texas.

Applicable Law and Conforming Amendments
Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to Region 9 Education Service Center as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Region 9 Education Service Center reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for Region 9 Education Service Center or Contractor's compliance with all applicable State and federal laws, and regulations.

Assignments
Without the prior written consent of Region 9 Education Service Center Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.
Buy Texas
In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Confidentiality and Public Information Act
Notwithstanding any provisions of this Contract to the contrary, Contractor understands that Region 9 Education Service Center will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Region 9 Education Service Center agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor’s work under this contract. Contractor will cooperate with Region 9 Education Service Center in the production of documents responsive to the request. Region 9 Education Service Center will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify Region 9 Education Service Center General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by Region 9 Education Service Center to Contractor for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from Region 9 Education Service Center to the extent permitted and/or required by law during the performance of this Contract, including information which discloses confidential personal information.

Deceptive Trade Practices; Unfair Business Practices
Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

Dispute Resolution
The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by Region 9 Education Service Center and Contractor to resolve any dispute arising under the Contract.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Contract. If the Contractor’s claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the Region 9 Education Service Center Executive Director or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor’s sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Region 9 Education Service Center if the Parties are unable to resolve their disputes as described above.
Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the Region 9 Education Service Center nor any other conduct of any representative of the Region 9 Education Service Center relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under the Contract, the Region 9 Education Service Center and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the Region 9 Education Service Center and the Contractor within fifteen (15) days after written notice by one them demanding mediation under this Part. The Contractor shall pay all costs of the mediation unless the Region 9 Education Service Center in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the Region 9 Education Service Center and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Part is to reasonably ensure that the Region 9 Education Service Center and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The Region 9 Education Service Center participation in, or the results of, any mediation or other non-binding dispute resolution process under this Part or the provisions of this Part shall not be construed as a waiver by the Region 9 Education Service Center of (1) any rights, privileges, defenses, remedies or immunities available to the Region 9 Education Service Center as an arm of the State of Texas or otherwise available to the Region 9 Education Service Center; (2) the Region 9 Education Service Center termination rights; or (3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the Region 9 Education Service Center the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Part 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

**Drug Free Work Place**

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**Eligibility**

Under Texas Government Code, Part 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of
Texas. Also, Texas Government Code, Part 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.

**Equal Opportunity**
Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

**Family Code**
Under Texas Family Code, Title 5, Subtitle D, Part 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Part 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

**False Statements; Breach of Representations**
By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and Region 9 Education Service Center may terminate or void this Contract for cause and pursue other remedies available to Region 9 Education Service Center under this Contract and applicable law.

**Federal, State, and Local Requirements**
Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Part 1706, amending Part 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The Region 9 Education Service Center shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the Region 9 Education Service Center and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Part.

**Felony Criminal Convictions**
Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised Region 9 Education Service Center as to the facts and circumstances surrounding the conviction.

**Requirement for Fingerprinting / Criminal History Check**
The parties acknowledge that Texas Education Code §22.0834(k) requires that an entity's subcontractors submit to a national criminal background check if the subcontractor or its employees will have direct contact with a school district’s students while performing the Services on behalf of the Center.
Contractor agrees that it is responsible for ensuring that all criminal history information required by Texas Education Code Chapter Section 22.0834 and 19 T.A.C. Section 153.1117(c) is obtained regarding its "covered employees", as defined below. Before beginning any work under this Agreement, the parties acknowledge that a school district may require from them written certification that an assigned trainer has complied with the statutory requirements as of that date.

Contractor shall not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work at a school district. If a school district objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services to the school district. If Contractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

For the purposes of this Section, the following definitions apply:

"Covered employees" means employees, agents or subcontractors of a party who has or will have continuing duties related to the services to be performed at a school district and has or will have direct contact with students at the school district. Texas Education Code Section 22.0834(a).

“Direct contact with students” means the contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. 19 T.A.C. Section 153.1101(7).

"Disqualifying criminal history" means any conviction or other criminal history information designated by a school district, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state. Texas Education Code Section 22.085.

Financial Interests; Gifts
Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from Region 9 Education Service Center or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.
**Force Majeure**
Neither Contractor nor Region 9 Education Service Center shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**Immigration**
The Contractor represents and warrant that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

**INDEMNIFICATION**

**ACTS OR OMISSIONS**
Contractor shall indemnify and hold harmless the Region 9 Education Service Center, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, or subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

**INFRINGEMENTS**

a) Contractor shall indemnify and hold harmless the Region 9 Education Service Center, AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to the Region 9 Education Service Center's specific instructions, (iv) any intellectual property right owned by or licensed to the Region 9 Education Service Center, or (v) any use of the product or service by the Region 9 Education Service Center that is not in conformity with the terms of any applicable license agreement.

c) If Contractor becomes aware of an actual or potential claim, or the Region 9 Education Service Center provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against the Region 9 Education Service Center, shall), at Contractor's sole option and expense;
(i) procure for the Region 9 Education Service Center the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the Region 9 Education Service Center's use is non-infringing.

Taxes/Workers’ Compensation/Unemployment Insurance – Including Indemnity

1) CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE REGION 9 EDUCATION SERVICE CENTER SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A REGION 9 EDUCATION SERVICE CENTER EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE REGION 9 EDUCATION SERVICE CENTER AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE REGION 9 EDUCATION SERVICE CENTER ATTORNEY(S) WHEN THE REGION 9 EDUCATION SERVICE CENTER IS A NAMED DEFENDANT IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE REGION 9 EDUCATION SERVICE CENTER THROUGH ITS LEGAL COUNSEL. CONTRACTOR AND THE REGION 9 EDUCATION SERVICE CENTER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Independent Contractor

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any PO resulting from this RFP. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of Region 9 Education Service Center. Should Contractor subcontract any of the services required in this RFP, Contractor expressly understands and acknowledges that in entering into such subcontract(s), Region 9 Education Service Center is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.

Insurance

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Region 9 Education Service Center with current certificates of insurance or other proof acceptable to Region 9 Education Service Center of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000 minimum each occurrence; $1,000,000 per general aggregate.
Liability for Taxes
Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. Region 9 Education Service Center shall not be liable for any taxes resulting from this Contract.

Limitation on Authority; No Other Obligations
Contractor shall have no authority to act for or on behalf of Region 9 Education Service Center except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the Region 9 Education Service Center.

Merger
This Contract contains the entire agreement between Contractor and Region 9 Education Service Center and supersedes any prior understandings or oral or written agreements between Region 9 Education Service Center and Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by Region 9 Education Service Center and Contractor.

No Conflicts
Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the Region 9 Education Service Center under this Contract and that Contractor’s provision of services under this Contract would not reasonably create an appearance of impropriety.

No Liability Upon Termination
If this Contract is terminated for any reason, Region 9 Education Service Center shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260.

No Waiver
Nothing in this Contract shall be construed as a waiver of the Region 9 Education Service Center’s sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Region 9 Education Service Center. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the Region 9 Education Service Center under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Region 9 Education Service Center does not waive any privileges, rights, defenses, or immunities available to Region 9 Education Service Center by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

Note to Responder/Contractor
Any terms and conditions attached to the response will not be considered unless specifically referred to on this Request for Proposal and may result in disqualification of the response.
Notices
Any written notices required under this Contract will be by: (1) hand delivery to Contractor’s office address specified on in this Contract; (2) by facsimile with confirmation sheet that it was successfully transmitted to the fax number specified in this Contract; or by U.S. Mail, certified, return receipt requested, to Contractor’s office address specified on in this Contract, or to the Region 9 Education Service Center address of 301 Loop 11 Wichita Falls, TX 76306. Notice will be effective on receipt by the affected party. Either party may change the designated notice address or fax number in this Part by written notification to the other party.

Partially Completed Work
No later than the first calendar day after the termination of this Contract, or at Region 9 Education Service Center request, Contractor shall deliver to the Region 9 Education Service Center all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. With the exception of any professional requirements to do so, Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the Region 9 Education Service Center.

Patent, Trademark, Copyright and Other Infringement Claims
Contractor shall indemnify, save and hold harmless the Region 9 Education Service Center from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State’s or Contractor's use of or acquisition of any services or other items provided to the Region 9 Education Service Center by Contractor or otherwise to which the Region 9 Education Service Center has access as a result of Contractor’s performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the Region 9 Education Service Center’s receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify the Region 9 Education Service Center of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor or without Region 9 Education Service Center’s prior written approval. Contractor shall reimburse the Region 9 Education Service Center for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys’ fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the Region 9 Education Service Center’s counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

Payments
Prior to authorizing payment to Contractor, the Region 9 Education Service Center shall evaluate Contractor’s performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to the Region 9 Education Service Center for Commodities/Services provided/Performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, Region 9 Education Service Center will make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this
Contract are contingent upon Region 9 Education Service Center receipt of funds appropriated by the Texas Legislature.

Prohibited Use of Appropriated or other Funds Under Control of Region 9 Education Service Center; Lobbying
The Contractor represents and warrants that ordering entities' payments to the Contractor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code, Part 556.005 or Part 556.008.

Severability Clause
In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

Signatories
The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

Strict Compliance
Time is of the essence in the performance of this Contract. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

Substitutions
Substitutions are not permitted without written approval of Region 9 Education Service Center

Supporting Documents, Retention; Right to Audit; Independent Audits
Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Texas Education Agency and the Texas State Auditor's Office. Contractor shall maintain all such documents and other records relating to this Contract and the Region 9 Education Service Center's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "goods and/or services as set forth in this Contract. Contractor and the subcontractors shall provide the Region 9 Education Service Center auditors or the State Auditor with any information that the Region 9 Education Service Center auditors or the State Auditor deem relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by Region 9 Education Service Center and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the Region 9 Education Service Center and shall provide them with prompt access to all of such Region 9 Education Service Center’s work as requested. Contractor’s failure to comply with this Part shall constitute a material breach of this Contract and shall authorize the Region 9 Education Service Center and/or the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code, Part 2262.003 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the Region 9 Education Service Center.
Service Center or the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the Region 9 Education Service Center or the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the Region 9 Education Service Center's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, Contractor agrees to provide the State Auditor with access to any information the Region 9 Education Service Center or the State Auditor considers relevant to the investigation or audit.

**Survival of Terms**
Termination of the Contract for any reason shall not release the Contractor from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

**Term and Termination**
This Contract shall become effective on the date signed by the appropriate official of Region 9 Education Service Center and shall expire on August 31, 2021 unless otherwise sooner terminated as provided in this Contract. The contract may be renewed for an additional term of two (2) years by mutual agreement between Region 9 Education Service Center and Contractor, provided there is no significant change in scope of work. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. Region 9 Education Service Center may, in its sole discretion, terminate this Contract upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail; return receipt requested and is effective upon Contractor's receipt.

(a) Convenience
Region 9 Education Service Center may, in its sole discretion, terminate this Contract upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The Region 9 Education Service Center shall be liable only for payments for any goods or services ordered from the Contractor before the termination date.

(b) Cause/Default
If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. Region 9 Education Service Center may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. Region 9 Education Service Center may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless Region 9 Education
Service Center notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall be liable for all costs and expenses, including court costs, incurred by Region 9 Education Service Center with respect to the enforcement of any of the remedies listed herein.

(c) Rights upon Termination or Expiration
In the event that the Contract is terminated for any reason, or upon its expiration, the Region 9 Education Service Center shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.

On termination of this Agreement, in addition to complying with its other obligations under this Agreement, Contractor shall provide transition services to Region 9, as requested by Region 9 in writing, for a period of up to six months in order to enable Region 9, the ESCs and the ISDs to continue receiving Services under this Agreement and to transition to another provider in such a manner that there is no break in the Services. During this period, Region 9 shall pay Contractor an amount for each applicable month of no more than one-twelfth (1/12) of the calculated annual fee as set forth in the Services Agreement, which payment shall be made by Region 9 to Contractor by the 20th day of the following month.

Testing and Inspection of Goods and Services
Region 9 Education Service Center may test and inspect goods and services purchased under the Contract to ensure compliance with the specifications of this RFP and the Contract. The Region 9 Education Service Center may also test and inspect goods and services before they are purchased under the Contract.

Authorized Region 9 Education Service Center personnel shall have access to the Contractor's place of business for the purpose of inspecting the goods. To the extent practical, the Region 9 Education Service Center inspections will not disrupt the Contractor's daily operations. Tests shall be performed on samples submitted with the Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Contractor. In the event the goods tested fail to meet or exceed all conditions and requirements of the RFP and Contract, the goods will be rejected in whole or in part, at the Region 9 Education Service Center's option, and returned to the Contractor or held for disposition at the Contractor's expense. Latent defects may result in cancellation of the Contract at no expense to the Region 9 Education Service Center.

If material fails to meet specifications, the Contractor will be notified by fax or mail. The Contractor will have ten (10) working days after receipt of the notification to remove the rejected material from Region 9 Education Service Center property. Material will be removed at the Contractor's expense. Material not removed in the allotted time period will be disposed by the Region 9 Education Service Center. The Contractor will be charged for all disposable expenses conducted by the Region 9 Education Service Center.

Work Made for Hire
For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of the Region 9 Education Service Center. All right, title and interest in and to said property shall vest in Region 9 Education Service Center upon creation and shall be deemed to be
a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in the Region 9 Education Service Center, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the Region 9 Education Service Center. The Region 9 Education Service Center shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give the Region 9 Education Service Center and/or the State of Texas, as well as any person designated by the Region 9 Education Service Center and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

Covenant to Assist Transition
Contractor agrees to work in a cooperative manner with the Region 9 Education Service Center to transition the Work to any follow-on vendor or contractor of the Region 9 Education Service Center’s sole choosing should circumstances require such transition. The parties agree to negotiate in good faith should Contractor’s cooperation in transitioning the Work from Contractor to a follow-on contractor cause a financial hardship to Contractor. The parties agree that any associated expense shall not exceed Contractor’s actual cost to facilitate the transition and not more than ten percent (10%) profit and overhead on such actual cost.

No Israel Boycott
In accordance with Texas Government Code section 2270.002, the District is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Vendor hereby verifies that it does not boycott Israel and agrees that, during the term of this Agreement, shall not boycott Israel. Vendor further agrees and acknowledges that this Agreement shall be null and void should facts arise leading the District to believe that Vendor’s verification herein is inaccurate or should Vendor engage in activity reasonably reflecting that it is boycotting Israel during the term of this Agreement.

Companies Engaged In Business With Iran, Sudan, Or A Foreign Terrorist Organization
In accordance with Texas Government Code, Chapter 2252, Subchapter F, Owner is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Contract, Contractor certifies to Owner that it is not a listed company under any of those Texas Government Code provisions. Contractor hereby voluntarily and knowingly acknowledges and agrees that this Contract shall be null and void should facts arise leading the Owner to believe that the Contractor was a listed company at the time of this procurement.

Certification Regarding Employment Assistance Prohibited (CJ (LEGAL)/20 U.S.C. 7926)
In the event federal funds are used to compensate Contractor herein, Contractor hereby certifies and agrees that it shall not assist an employee, contractor, or agent of Center in obtaining a new job if the Contractor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.
Part 6.0 – Required Forms

Proposers are instructed to complete, sign, and return the following documents as part of their submission. If Proposers fail to return any of the following items with the proposal, the submission may be rejected.

1. Proposal Cover Page
2. Acknowledgement Form
3. Cost Proposal - Equipment
4. Agreements/Disclosures
5. EDGAR Compliance Form
Proposal Cover Page

Name of Entity Submitting Proposal: ________________________________

Name of Person Submitting Proposal: ________________________________

Physical Address of Proposer: _________________________________________

_____________________________________________________________________

Mailing Address of Proposer (if different from the physical address):

_____________________________________________________________________

_____________________________________________________________________

Telephone Number: _____________________ Fax: _______________________

Contact Person: ________________________________

Contact Person’s Title: ________________________________

Contact Person Cell Phone Number: ________________________________

Contact Person Email Address: ________________________________

Proposal Contains Proprietary Information: ☐ Yes ☐ No

Date Submitted: ________________________________________________

Signature of Authorized Agent: ____________________________________
Acknowledgement Form

The undersigned hereby agrees to provide all services specified in this proposal for the project amount.

By submission of this proposal, the undersigned certifies that:

a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;

b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;

c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;

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

e. Contractor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, Education Service Center, Region 9 shall have the right to annul this contract without liability;

g. The undersigned certifies that to his/her knowledge, no Region 9 Education Service Center employee has any personal or beneficial interest whatsoever in this service or property described herein.

Contractor acknowledges receipt of Addenda number ___ through ___ and has incorporated the provisions therefore into this proposal.

_________________________________________    ___________________________
AUTHORIZED SIGNATURE   PRINT NAME

_________________________________________    ___________________________
TITLE DATE
HD voice: HD handset, HD speaker
Codecs: G.722, G.711(A/µ), G.723.1, G.729AB, G.726, iLBC
DTMF: In-band, Out-of-band(RFC 2833) and SIP INFO
Full-duplex hands-free speakerphone with AEC
VAD, CNG, AEC, PLC, AJB, AGC
16 VoIP accounts
Call hold, mute, DND
One-touch speed dial, hotline
Call forward, call waiting, call transfer
Group listening, emergency call
Redial, call return, auto answer
3-way conferencing
Direct IP call without SIP proxy
Ring tone selection/import/delete
Set date time manually or automatically
Dial plan, XML Browser, action URL/URI
RTCP-XR (RFC3611), VQ-RTCPXR (RFC6035)
USB port (2.0 compliant) for:
  Bluetooth earphone through BT40
  Contact synchronization through BT40
  Wi-Fi through WF40
  USB call recording through USB flash drive
Enhanced DSS Key
29 one-touch DSS keys
7 features keys: message, headset, hold, mute, transfer, redial, hands-free speakerphone
4 context-sensitive “soft” keys
6 navigation keys
Volume control keys, Illuminated mute key, Illuminated headset key, Illuminated hands-free speakerphone key
7" 800 x 480-pixel color touch screen with backlight
24 bit depth color
LED for call and message waiting indication
Wallpaper
Intuitive user interface with icons and soft keys
Multilingual user interface
Caller ID with name, number and photo
Screensaver
Power saving
Dual-port Gigabit Ethernet
Power over Ethernet (IEEE 802.3af), class 0
Classroom Phone:  

HD voice: HD handset, HD speaker  
Codecs: G.722, G.711(A/µ), G.723.1, G.729AB, G.726, iLBC  
DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO  
Full-duplex hands-free speakerphone with AEC  
VAD, CNG, AEC, PLC, AJB, AGC  
16 VoIP accounts  
Call hold, mute, DND  
One-touch speed dial, hotline  
Call forward, call waiting, call transfer  
Group listening, emergency call  
Redial, call return, auto answer  
3-way conferencing  
Direct IP call without SIP proxy  
Ring tone selection/import/delete  
Set date time manually or automatically  
Dial plan, XML Browser, action URL/URI  
4.3” 480 x 272-pixel colour display with backlight  
16 bit depth color  
LED for call and message waiting indication  
Wallpaper  
Intuitive user interface with icons and soft keys  
Multilingual user interface  
Caller ID with name, number and photo  
Screensaver  
Power saving  
Dual-port Gigabit Ethernet  
Power over Ethernet (IEEE 802.3af), class 0  
10 line keys with LED  
10 line keys can be programmed up to 27 various features (3-page view)  
7 features keys: message, headset, hold, mute, transfer, redial, hands-free speakerphone  
4 context-sensitive “soft” keys  
6 navigation keys  
Volume control keys, Illuminated mute key, Illuminated headset key, Illuminated hands-free speakerphone key
Basic Phone:       Cost Proposal: ______________

HD voice: HD handset, HD speaker
Codecs: G.722, G.711(A/µ), G.723.1, G.729AB, G.726, iLBC
DTMF: In-band, Out-of-band(RFC 2833) and SIP INFO
Full-duplex hands-free speakerphone with AEC
VAD, CNG, AEC, PLC, AJB, AGC
2 VoIP accounts
Call hold, mute, DND
One-touch speed dial, hotline
Call forward, call waiting, call transfer
Group listening, emergency call
Redial, call return, auto answer
3-way conferencing
Direct IP call without SIP proxy
Ring tone selection/import/delete
Set date time manually or automatically
Dial plan, XML Browser, action URL/URI
132 x 64-pixel graphical LCD with backlight
LED for call and message waiting indication
Intuitive user interface with icons and soft keys
Multilingual user interface
Caller ID with name, number and photo
Screensaver
Power saving
Dual-port 10/100M Ethernet
Power over Ethernet (IEEE 802.3af), class 0
2 line keys with LED
6 features keys: message, headset, hold, mute, transfer, redial, hands-free speakerphone
6 navigation keys
Volume control keys, speakerphone key
AGREEMENT TO BID TERMS AND CONDITIONS

I have read the terms and conditions of RFP #2018-04 Hosted VoIP Services and accept them.

☐ YES
☐ YES – with exceptions (upload explanation of any exceptions)
☐ NO

Acknowledged by Authorized Company Official ______________________________________________________

(signature)

DEBARMENT/SUSPENSION NOTICE

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6. Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Acknowledged by Authorized Company Official ______________________________________________________

(signature)

PROPOSE TO PROVIDE AND STATEMENT OF NONCOLLUSION

I / we propose to provide the merchandise and/or services proposed within this document and if awarded the proposal, do agree to abide by all conditions of the proposal. Furthermore, the undersigned affirms that they are truly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned or any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Acknowledged by Authorized Company Official ______________________________________________________

(signature)
FELOCITY CONVICTION NOTICE

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY OWNED CORPORATION

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

Check the appropriate box:

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

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

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

Name of Felon(s): ________________________________________________________________

Details of Conviction: ____________________________________________________________

______________________________________________________________________________

Acknowledged by Authorized Company Official __________________________________________________

(signature)
CONFLICT OF INTEREST CERTIFICATION

Chapter 176 of Local Government Code requires a vendor to file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and relationship with a local government officer as described in the code.

Does vendor have a business relationship with any member district and/or officer as described in Chapter 176 of Local Government code?

☐ YES – Must complete form CIQ (separate form)
☐ NO

Acknowledged by Authorized Company Official ________________________________

(signature)

RESIDENT / NONRESIDENT BIDDER NOTICE

Years or months in business under present name: _________

Check the appropriate box:

☐ Resident Bidder: I certify that my company is a “resident bidder” (principal place of business is in Texas).

☐ Nonresident Bidder: As defined by Texas House Bill 602, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:

   What is your resident state? (The state your principal place of business is located.) ____________

   (a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

      ☐ YES ☐ NO

   (b) If “YES”, what is that amount or percentage? ________ %

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Acknowledged by Authorized Company Official ________________________________

(signature)
CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as require under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

☐ YES  ☐ NO

Acknowledged by Authorized Company Official ______________________________________________________

(signature)

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LOBBYING DISCLOSURE

Does your company participate in lobbying activities as outlined in title 31 U.S.C. section 1352?

☐ YES – Must complete Lobbying Disclosure Form (separate form)

☐ NO

Acknowledged by Authorized Company Official ______________________________________________________

(signature)

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NO ISRAEL BOYCOTT

In accordance with Texas Government Code section 2270.002, Region 9 ESC/member district is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Vendor hereby verifies that it does not boycott Israel and agrees that, during the term of this Agreement, shall not boycott Israel. Vendor further agrees and acknowledges that this Agreement shall be null and void should facts arise leading the Region 9 ESC/member district to believe that Vendor’s verification herein is inaccurate or should Vendor engage in activity reasonably reflecting that it is boycotting Israel during the term of this Agreement.

Acknowledged by Authorized Company Official ______________________________________________________

(signature)
COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Owner is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Contract, Contractor certifies to Owner that it is not a listed company under any of those Texas Government Code provisions. Contractor hereby voluntarily and knowingly acknowledges and agrees that this Contract shall be null and void should facts arise leading the Owner to believe that the Contractor was a listed company at the time of this procurement.

Acknowledged by Authorized Company Official ______________________________________________________

(signature)

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED
(CJ (LEGAL)/20 U.S.C. 7926)

In the event federal funds are used to compensate Contractor herein, Contractor hereby certifies and agrees that it shall not assist an employee, contractor, or agent of Region 9 ESC/member district in obtaining a new job if the Contractor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Acknowledged by Authorized Company Official ______________________________________________________

(signature)
Vendor Compliance with U.S. Education Department General Administrative Regulations (EDGAR)

When a school district or education service center seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”).

All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial each provision, and sign the acknowledgment at the end of this form.

If you fail to complete any item in this form, Region 9 ESC will consider and may list the Vendor’s response as “NO,” the Vendor is unable or unwilling to comply. A “NO” response to any of the items may, if applicable, impact the ability of Region 9 ESC to purchase from the Vendor using federal funds.

Vendor Violation or Breach of Contract Terms: 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 USC 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.

Provisions regarding Vendor default are included in the General Terms and Conditions. Any Contract award will be subject to such General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, ancillary contract, or any agreement between Vendor and Region 9 ESC which must be consistent with and protect Region 9 ESC at least to the same extent as the Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

☐ YES ☐ NO _______ (Initials of Authorized Representative)

Vendor Compliance w/EDGAR

RFP #2018-04 Hosted VoIP Services
Termination for Cause or Convenience: For any purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply: The member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the member shall only be required to pay Vendor for goods or services delivered to the member prior to the termination and not otherwise returned in accordance with Vendor’s return policy. If the member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s). If an alternate provision for termination of a member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the member’s purchase order or ancillary agreement agreed to by the Vendor, the member’s provision shall control.

☐ YES  ☐ NO  ________ (Initials of Authorized Representative)

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any member purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ YES  ☐ NO  ________ (Initials of Authorized Representative)

Davis-Bacon Act: When required by Federal program legislation, Vendor agrees that, for all prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ YES  ☐ NO  ________ (Initials of Authorized Representative)
**Contract Work Hours and Safety Standards Act:** Where applicable, for all contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

☐ YES  ☐ NO  _______ (Initials of Authorized Representative)

**Right to Inventions Made Under a Contract or Agreement:** If the member’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor agrees to comply with the above requirements when applicable.

☐ YES  ☐ NO  _______ (Initials of Authorized Representative)

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

☐ YES  ☐ NO  _______ (Initials of Authorized Representative)

**Debarment and Suspension:** 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 1966 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. Vendor certifies that Vendor is not currently listed on the government-wide

Vendor Compliance w/EDGAR
Vendor Compliance with EDGAR exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Region 9 ESC and all members with pending purchases or seeking to purchase from Vendor if Vendor 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.

☐ YES  ☐ NO  _______ (Initials of Authorized Representative)

Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ YES  ☐ NO  _______ (Initials of Authorized Representative)

Procurement of Recovered Materials: For member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ YES  ☐ NO  _______ (Initials of Authorized Representative)

Profit as a Separate Element of Price: For purchases using federal funds in excess of $150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, Vendor agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the member shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Contract with Region 9 ESC.

☐ YES  ☐ NO  _______ (Initials of Authorized Representative)
Record Retention Requirements: When federal funds are expended by member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

☐ YES  ☐ NO  ______ (Initials of Authorized Representative)

Certification Of Compliance With The Energy Policy And Conservation Act: When member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☐ YES  ☐ NO  ______ (Initials of Authorized Representative)

Certification Of Access To Records – 2 C.F.R. § 200.336 Vendor agrees that any of duly authorized representatives of the member shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

☐ YES  ☐ NO  ______ (Initials of Authorized Representative)

By accepting this form with electronic signature, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

VENDOR/COMPANY NAME: _______________________________________________________________

AUTHORIZED COMPANY OFFICIAL NAME (Printed): __________________________________________

AUTHORIZED COMPANY OFFICIAL SIGNATURE: _____________________________________________

AUTHORIZED COMPANY OFFICIAL TITLE: _________________________________________________