



on behalf of



**REQUEST FOR PROPOSAL:
Wired In-home Internet Access for
Dallas Students RFP #2021-01**

Contact:

Sue Hayes
Region 10 Education
Service Center

bids@region10.org

<https://www.region10.org/about-us/request-for-proposals-bids/>

Many public-school districts, Dallas College, and other educational and community institutions of the Dallas region (collectively, the “Internet for All Coalition” and each educational institution, a “Member”) have been working together to gather information regarding internet service access and needs for the students and families they serve. Based on these efforts, these educational institutions have agreed to share this jointly agreed request for proposal (“RFP”) for wired Internet service provision. You are cordially invited to respond to this RFP covering any or all service areas in Dallas, Collin, and Tarrant Counties for which you can provide readily available internet access solutions that meet the required specifications stated herein.

Further, your response to this RFP will be shared with the Texas Education Agency as they seek to understand all providers’ capacity to serve the students of Texas across all 254 counties of the state. Your proposal will help provide other Texas districts, community colleges and other educational institutions with a single point of reference for selecting a solution that best suits their needs.

The Members of the Internet for All Coalition are ready to support all questions you may have regarding your RFP response.

Sincerely,
The Internet for All Coalition

OVERVIEW

Unprecedented times have unfolded through the COVID-19 national emergency, with our most vulnerable communities exposed to its harmful impact. As K-12 and college education systems have shifted to remote learning solutions to support students through the pandemic, the need for reliable in-home internet access has been amplified and recognized as a critical need to support meaningful student learning and development. In Dallas County, 25% of households with children currently lack high-speed wired broadband Internet access, with much of this shortfall concentrated in just 10 high-poverty zip codes.

The Internet for All Coalition is committed to finding the right solutions that prioritizes our students and families that need it most. Each Member has agreed to collaboratively engage with other Members to share a single mutually agreed RFP to procure and execute an agreement for wired broadband Internet Services and seek responses from appropriately qualified and experienced vendors.

RFP TIMELINE

MILESTONE	DATE
Issue Date	January 29, 2021
Pre-proposal Conference	February 9, 2021 at 2pm CT
Question Deadline	February 11, 2021 at 4:30pm CT
Proposal Response Deadline	February 16, 2021 at 2:30 pm CT
Award Date	February 26, 2021

Responses will be accepted by Education Service Center, Region 10 until 4:30 p.m. CDT on Monday, February 16, 2021.

It is the responsibility of the vendor to check the Region 10 website for any addenda that may be issued relating to the RFP at the following link:

<https://www.region10.org/about-us/request-for-proposals-bids/>

By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to the established deadline. There are two available options for vendors to submit responses:

Mail

Vendors choosing this option should mail responses to the following physical address:

Region 10 Education Service Center
400 E. Spring Valley Rd.
Richardson, TX 75081
Attn: Sue Hayes, CFO

Responses must be plainly marked on outside of envelope. Please enclose one original with two copies of your response and one digital copy in .pdf format.

Electronically

Vendors choosing this option should email responses directly to bids@region10.org.

All responses, regardless of format, must be received by the due date/time, no exceptions.

This contract may be awarded to a single vendor or multiple vendors as determined to provide the best value to the ESC Region 10. ESC Region 10 reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the ESC Region 10.

TERM:

Proposal term will be initially from award date to August 31, 2022. Thereafter, the term will renew automatically for additional one (1) year terms unless terminated by either party with a 30-day notice.

CONTACT/QUESTIONS:

Questions will be answered at the pre-proposal conference on February 9, 2021 at 2pm CT. Thereafter, questions should be submitted to bids@region10.org and will be answered through 4:30pm CDT on February 11, 2021 via an FAQ posted on the Region 10 website at <https://www.region10.org/about-us/request-for-proposals-bids/>

EVALUATION CRITERIA

CRITERION	WEIGHT
Purchase Price of Service(s)	39%
Extent to which the Services Meet Specified Bandwidth and Technical Requirements	20%
Installation & Ongoing Service Support	20%
Flexibility of Contract Terms	9%
Quality of Vendor's Services	5%
Impact on the Ability of the Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses	5%
Reputation of the Vendor and/or Vendor's Services	1%
Vendor's Past Relationship with Members	1%

BANDWIDTH AND TECHNICAL REQUIREMENTS

The purpose of this RFP is for **wired broadband proposals only.*

It should be noted that the Members desire solutions to enable every student in the household to successfully achieve the target bandwidth speed and unlimited data cap, and we encourage each of your solution proposals to highlight if or how it would serve more than one user at a time.

Each respondent should include all tiered pricing options, costs and details of the proposed solutions for each of the North Texas counties (Dallas, Tarrant, and Collin County) as well as each of the 254 Texas counties that you can provide readily available wired broadband Internet access solutions. Additionally, all equipment

The Internet for All Coalition and its Members have agreed on target requirements for wired bandwidth Internet access speeds to meet their needs for remote learning, as follows:

TARGET BANDWIDTH SPEEDS

- 100 Mbps download
- 10 Mbps upload

SERVICE LEVEL AGREEMENT REQUIREMENTS

Vendors must submit a proposed Service Level Agreement (“SLA”) as part of their response. The proposed SLA will include a description of the Internet and related services provided, and where applicable, how these services will be measured. At a minimum, the SLA should describe how the vendor will ensure 99.99% circuit availability (uptime) and related commitments for frame/packet loss, network latency and jitter.

Additionally, the SLA should describe 24x7x365 trouble-reporting procedures, time to repair outage commitments, and provisions offered in the event of chronic trouble. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected vendor shall remediate any deficiencies at no cost to the school district

DATA CAP REQUIREMENTS

All Members desire unlimited data usage and no data throttling. If your response includes any limitation on data, it must be included in the RFP response.

NET NEUTRALITY

All proposals must certify to be in compliance with all consumer protection and net neutrality standards.

CONTENT FILTERING CAPABILITY

Proposed solutions would need to be able to accommodate standard Children’s Internet Protection Act (CIPA) content filtering requirements of each Member district.

ADDITIONAL CONSIDERATIONS

Access to internet / broadband in students' homes

For the avoidance of doubt, the Members of the Internet for All Coalition intend for all wired broadband services to be provided to the homes of each Member's students. This will require installation services and other customer service needs that should be factored into the response to this RFP. Additionally, Members request for access to bi- or multi- lingual instruction support. Lastly, all proposals will need to provide details on proposed account management and support.

Members request that each proposal specifically note those areas/locations where they cannot provide services in the North Texas Counties (Dallas, Tarrant, and Collin Counties).

Creative Partnership Solutions

The Members welcome all creative partnership solutions in your proposal(s). The Members acknowledge that Internet providers may have other business needs that may be addressed in partnership with the Members and welcome the opportunity to work in coordination with each provider to solve mutual issues.

Single Billing Client Relationship

While we welcome and encourage responses that seek to directly serve students and families without material intervention from the Members, each Member is prepared to serve as a billed subscriber on behalf of their students to facilitate the most expedient solution.

For each Member, the number of households served that are anticipated to be aggregated for the billing purposes is as follows:

SCHOOL DISTRICT	ESTIMATED STUDENT HOUSEHOLDS
Arlington ISD	12,000
Dallas ISD	30,000
DeSoto ISD	1,400
Grand Prairie ISD	2,500
Garland ISD	10,000
Lancaster ISD	400
Richardson ISD	4,000
Irving ISD	4,000
Plano ISD	1,500
Dallas College	10,000
TOTAL	75,800

PROPOSAL FORMAT

Required Response Format: Vendors must submit one electronic copy of the proposal by the due date indicated in this RFP. To assist in the evaluation process, all responses must follow the format outlined below.

- Detailed Pricing - Vendors must provide a detailed pricing proposal that includes a tiered bandwidth (up/down speeds) price schedule and all costs associated with leasing/purchasing equipment, installation services and/or support. Proposed pricing may include an escalation clause.
- References - Vendors must complete and submit references from at least three (3) organizations for which they have provided similar services.
- Service Invoice - Vendors must submit a completed sample service invoice.
- Proposed Services Agreement - Vendors must provide a copy of their proposed services agreement. However, vendors do not need to submit a separate document if their service invoice/order form contains a complete list of relevant terms and conditions.
- Proposed Service Level Agreement - Vendors must submit a proposed service level agreement. However, vendors do not need to submit a separate document if their service invoice or the proposed services agreement contains a complete list of service level commitments.
- Legal forms need to be completed and signed.

Proposal Cover Page: RFP #2020-01 In-home Internet Access for Dallas Students

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 Cell Phone Number: _____

Contact Person Email Address: _____

Proposal Contains Proprietary Information: Yes No

Acceptance of Terms and Conditions:

We hereby accept, by the submission of the proposal, the Standard Terms and Conditions

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 10 shall have the right to annul this contract without liability;
- g. The undersigned certifies that to his/her knowledge, no Region 10 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

AGREEMENT TO BID TERMS AND CONDITIONS

I have read the terms and conditions of RFP #2020-10 In-home Internet Access for Dallas Students 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 sub-recipients 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)

FELONY CONVICTION NOTICE

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

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

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)

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)

NO ISRAEL BOYCOTT

In accordance with Texas Government Code section 2270.002, Region 10 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 10 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 10 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 10 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 10 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 10 ESC which must be consistent with and protect Region 10 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

_____ (Initials of Authorized Representative)

NO

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 sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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 sub-recipient 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 sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. 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 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

10 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 confirming 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 10 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:

Educational Purchasing Cooperative of North Texas (EPCNT) Price Sharing

Education Service Center Region 10 encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Education Service Center Region 10 pricing, terms or conditions in your response.

Approximately 63 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Education Service Center Region 10.

_____NO,_____YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Education Service Center Region 10. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than Education Service Center Region 10 will be billed directly to that entity and paid by that entity. Education Service Center Region 10 will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

Signature below authorizes EPCNT participation for this offer by the responding vendor.

Signature_____

Printed Name_____

Company Name_____Date_____