



March 28, 2016

The Region 10 Education Service Center Child Nutrition Program-Multi-Region Purchasing Cooperative is accepting proposals for:

FULL SERVICE DELIVERY for SY17: RFP #2016-04

Bid Categories: Fresh Bread, Milk, Ice Cream, Beverages (dispensed and container), Chips and Snacks, Pizza, Produce, Chemicals/Cleaning, and Smallwares

Sealed proposals will be accepted via FedEx, UPS, or USPS not later than 3:00 PM CST on Tuesday, April 12, 2016 (*Proposal Submission Deadline*). Sealed proposals must be received by in the Business Office of the Region 10 Education Service Center, 400 E. Spring Valley Rd., Richardson, Texas 75081-5101 in a sealed, carrier envelope, plainly marked: **Full Service Delivery for SY17 - RFP #2016-04.**

There will be no public opening, all sealed proposals will be opened upon receipt, and a list of proposers will be made available upon request. After a final award is made, the Region 10 Education Service Center will return "late" or "disqualified" unopened, time stamped proposals.

Proposers are solely responsible for selecting the method of delivery and for assuring timely delivery of the proposal. Proposers assume all risks of untimely delivery or incorrectly delivered to the wrong department. Region 10 ESC is not responsible for proposals misplaced or mailed incorrectly. **Faxed or E-mailed proposals will not be accepted.**

Any questions on this proposal should be submitted in writing to Sue Hayes, Chief Financial Officer, via fax (972) 348-1111, mailed to her attention at 400 E. Spring Valley Rd., Richardson, Texas 75081-5101 or e-mailed to sue.hayes@region10.org.

The bid will be awarded by the Region 10 ESC Board or their designee on or about June 15, 2016. Region 10 ESC reserves the right to accept, reject any and/or all proposals, waive minor technicalities, to award contracts for individual items as they may appear advantageous to the Region 10 ESC and its cooperative members or to award the proposal to the most responsible bidder which best serves the interest of the Region 10 ESC and its cooperative members.

Sincerely,

Sue Hayes
Chief Financial Officer

Enclosure

Region 10 Education Service Center does not discriminate on the basis of age, race, color, national origin, gender, or disability.

REGION 10 EDUCATION SERVICE CENTER
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**REGION 10 EDUCATION SERVICE CENTER
 PROPOSAL PACKAGE CHECKLIST
 FULL SERVICE DELIVERY FOR SY17
 RFP #2016-04**

In order for your proposal to be considered in the proposal process, the following items are required to be included in the proposal package:

DESCRIPTION OF ITEM	YES	NO	N/A
1. NUTRITION LABELS/INFORMATION	___	___	___
2. REFERENCES	___	___	___
3. SIGNATURE PAGE/DECLARATION OF COMPLIANCE	___	___	___
4. FORM W-9	___	___	___
5. VENDOR CERTIFICATIONS	___	___	___
6. FELONY CONVICTION NOTIFICATION	___	___	___
7. FORM CIQ	___	___	___
8. CERTIFICATE OF RESIDENCY	___	___	___
9. HUB CERTIFICATION	___	___	___
10. VENDOR PO, RFQ AND INVOICE RECEIPT OPTIONS	___	___	___
11. DEVIATION AND EXCEPTIONS FORM	___	___	___
12. ATTACHMENT D – DELIVERY REQUIREMENTS	___	___	___

****FAILURE TO MANUALLY SIGN THE PROPOSAL WILL DISQUALIFY IT****

REGION 10 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

The words “bids,” “request for proposals,” “quotes,” RFPs,” solicitation,” procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed quotes, and other procurement solicitations to which they are attached. The term “vendor” means each awarded vendor chosen by Region 10 Education Service Center.

These Standard Terms and Conditions are part of the final contract in each service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Contracts awarded pursuant to this RFP comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. § 200.318-326. It is the intent of Region 10 ESC to comply with the most restrictive federal (EDGAR) or state (FARSG) rule or regulation, and Region 10 ESC intends to conduct a cost or price analysis in connection with every procurement action using federal funds.

This Agreement is entered into between Region 10 Education Service Center (Region 10 ESC), on behalf of its purchasing cooperative members, and Vendor having submitted a proposal in response to a procurement solicitation issued by Region 10 ESC and whose proposal has been accepted and awarded by Region 10 ESC. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Region 10 ESC and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **PROCUREMENT METHOD:** Region 10 ESC is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services.
2. **ESTIMATED QUANTITIES:** The good(s) and/or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ). The listed items are commonly acquired items and prices will be used to determine best value. Region 10 ESC, and its cooperative members, make no guarantee or commitment of any kind concerning quantities that will actually be purchased. Region 10 ESC, and its cooperative members, make no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. Quantities specified are per unit of measure listed in the proposal solicitation.
3. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by Region 10 ESC, and/or its cooperative members, to be the best value. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document. Copyrighted proposals are unacceptable and may be disqualified.
4. **RIGHTS RESERVED BY REGION 10 ESC AND RESTRICTIONS ON RFP PROCESS:**
 - a. Region 10 ESC reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
 - b. Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
 - c. Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
 - d. Region 10 ESC reserves the right to reject any and/or all proposals, to award contracts for individual products and/or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of Region 10 ESC and/or its purchasing cooperative members.

- e. Region 10 ESC further reserves the right to accept, reject or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof.
 - f. Region 10 ESC further reserves the right to waive any formalities or technicalities if deemed in the best interest of Region 10 ESC and/or its purchasing cooperative members.
 - g. Region 10 ESC also reserves the right as sole judge of quality and equality.
 - h. Region 10 ESC further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards, rests solely with Region 10 ESC. Region 10 ESC may make multiple awards, and this fact should be taken into consideration by each proposer.
5. **FINANCIAL RESPONSIBILITY:** Region 10 ESC assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.
6. **AGREEMENT TERMS:** The terms of this Agreement shall govern all procurements conducted hereunder. No pre-established terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing from Region 10 ESC, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Region 10 ESC.
7. **ADDENDUM:** Any interpretations, corrections, additions or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by Region 10 ESC.
8. **CLARIFICATIONS:** Region 10 ESC may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change or modify its proposal in any way except to the extent of correction of the error. Discussion between Region 10 ESC and Vendor can also take place after the initial receipt of proposals. Region 10 ESC reserves the right to conduct discussions with all, some or none of the Vendors submitting proposals. Region 10 ESC will not assist the Vendor in the completion, revision or modification of its proposal.
9. **ASSIGNMENT DELEGATION:** Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of Region 10 ESC. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of Region 10 ESC. Vendor is required to notify Region 10 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
10. **PROHIBITION AGAINST CONTACT:** Vendors shall restrict all contact with Region ESC, and its cooperative members, and direct all questions regarding this RFP to the Point of Contact specified in this solicitation. **Do not contact members of the Board of Directors, the Executive Director or other employees of the Region 10 ESC or any cooperative member representative. Contact with any of these prohibited individuals after issuance of the RFP and before execution of a contract, may result in disqualification of your Proposal.**
11. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the planning, advertising, selecting, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. See 2 CFR § 200.318(c)(1). Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm consideration for a contract. Chapter 176 of the Local Government Code requires any Vendor that does business Region 10 ESC, and/or its cooperative members, to complete a Conflict of Interest Questionnaire (Form CIQ) in the following situations:

The vendor has a business relationship with a local governmental entity and:

1. Has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer;
2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than \$100 in the 12-month period (excludes food);
3. Has a family relationship with a local government officer of that local governmental entity; or
4. The amount of a contract that is either executed or under consideration between the vendor and that local governmental entity exceeds \$1 million.

The completed conflict of interest questionnaire must be filed with the Region 10 ESC Business Office not later than the seventh business day after the later of:

1. The date that the vendor:
 - a. Begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - b. Submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
2. The date the vendor becomes aware of:
 - a. An employment or other business relationship with a local government officer, or a family member of the officer;
 - b. Giving one or more gifts, as defined above; or
 - c. A family relationship with a local government officer.

The vendor filing the questionnaire must:

1. Describe each employment or business and family relationship the vendor has with each local government officer of the local governmental entity;
2. Identify each employment or business relationship with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the vendor;
3. Identify each employment or business relationship with respect to which the vendor receives, or is likely to receive, taxable income, other than investment income, that:
 - a. Is received from, or at the direction of, a local government officer of the local governmental entity; and
 - b. Is not received from the local governmental entity; and
4. Describe each employment or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
 - a. Serves as an officer or director; or
 - b. Holds an ownership interest of one percent or more.

If no conflict of interest exists, you must type "N/A" on Box 1 of the Form CIQ, sign it, and date it.

A vendor shall file an updated completed questionnaire with the Region 10 ESC Business Office not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

The Region 10 ESC Business Office shall:

1. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire; and
2. Maintain the statements and questionnaires that are required to be filed under this chapter in accordance with the local governmental entity's records retention schedule.

In addition, Chapter 176 of the Local Government Code requires a local government officer to file a Conflict of Interest Disclosure (Form CIS) with respect to a Vendor if:

1. The Vendor enters into a contract with the local government entity or the local governmental entity is considering entering into a contract with the vendor, AND
2. The Vendor has:
 - a. An employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-months preceding the date that the officer becomes aware that:
 - i. A contract between the local governmental entity and Vendor has been executed; or
 - ii. The local governmental entity is considering entering into a contract with the Vendor;
 - b. Has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - i. A contract between the local governmental entity and Vendor has been executed; or

ii. The local governmental entity is considering entering into a contract with the Vendor;
or

c. Has a family relationship with the local government officer.

Region 10 ESC current Board of Directors include: Mack B. Pierson, Steve Overton, Elvia Flores, Early B. Milstead, Bruce Wood, David Foerch, and Charles Williams.

Failure to comply with Chapter 176 of the Local Government Code requirements is an offense:

1. Class C misdemeanor if the contract amount is less than \$1 million;
2. Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
3. Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a violation of Chapter 176 of the Local Government Code has occurred.

12. NON-COLLUSION: By submitting an offer, Vendor affirms that the Contractor, including its officers, employees, or agents, has not prepared its submitted offer in collusion with any other bidder participation in this procurement solicitation and that the contents of their submittal have not been communicated by the Offeror nor by any employee, officer or agent of the offeror to any other person engaged in this type business prior to the official submission deadline. The vendor, by submitting this proposal, certifies and represents to Region 10 ESC that the Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this procurement solicitation; the Vendor also certifies and represents that Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this procurement solicitation; the Vendor certifies and represents that the Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region 10 ESC, or its cooperative members, concerning this bid on the basis of any consideration not authorized by law; the Vendor also certifies and represents that the Vendor has not received any information not available to other Vendors so as to give the undersigned a preferential advantage with respect to this bid; the Vendor further certifies and represents that Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that the Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Region 10 ESC, or its cooperative members, in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Vendor certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Region 10 ESC, or its cooperative members, in connection with information regarding this procurement solicitation, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

13. DISQUALIFICATION: A Vendor may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

14. DEVIATIONS AND EXCEPTIONS: All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

15. SPECIFICATIONS: Specifications may be those developed by the Region 10 ESC, and/or its cooperative members, to represent items of regularly manufactured products.

- a. Region 10 ESC specifications have been developed by the Business Office to show minimal standards as to the usage, materials, and contents based on their needs.
- b. Manufacturer's specifications, when used by the Region 10 ESC, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered,
- c. If any conflict exists, specification will override referenced brand.

Compliance with all specifications and conditions is required. All proposals must include a detailed statement of exceptions taken to any part of the request.

- 16. EQUIVALENT CLAUSE:** Whenever an article or material is defined in this solicitation by describing a proprietary product, or by using the name of a manufacturer, brand name or vendor, the term “or equal”, if not inserted, shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).
- 17. SAMPLES:** Samples may be requested, and are to be delivered by the bidder to the attention of the Business Office, 400 E. Spring Valley Rd., Richardson, Texas 75081-5101, or other location designated by the Chief Financial Officer, for examination of such samples.
- Notification of sample delivery must be sent to the Chief Financial Officer via email and provide estimated delivery date, delivery tracking information, if applicable, actual delivery date, and who signed to accept delivery.
 - Samples needed for a proposal to be evaluated properly must be delivered within ten (10) working days from the time the vendor is notified.
 - Each sample must be clearly marked to show the bidder’s name, address, proposal title and proposal item number for which the sample is being proposed.
 - Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.
- 18. RESPONSIVE PROPOSAL:** Proposals shall be deemed responsive if they comply with all material and administrative aspects of this procurement solicitation.
- 19. RESPONSIBLE VENDOR:** A Vendor with adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the products and/or services herein, and has an adequate number of trained personnel to ensure quality and performance and completion of contract within the specified time period.
- 20. UNRESPONSIVE VENDORS:** Proposals from unresponsive vendors will not be accepted. Vendors having a history of inconsistent service and unreliability will not be considered by the Region 10 ESC to be a responsible bidder.
- 21. PENALTIES:** If Vendor is unable to provide the goods or services at the prices quoted in Vendor’s proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, Region 10 ESC may take the following action(s):
- Insist that Vendor honor the quoted price(s) specified in the Vendor’s proposal;
 - Have Vendor pay the difference between Vendor’s price and the price of the next acceptable proposal, as determined by Region 10 ESC;
 - Have Vendor pay the difference between Vendor’s price and the actual purchase price of the good or service on the open market; and/or
 - Recommend that Vendor no longer be given the opportunity to submit a proposal to Region 10 ESC and/or that this Agreement is terminated.
- 22. RECORDS RETENTION:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Region 10 ESC, and its cooperative members, under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by Region 10 ESC, and its cooperative members, for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by Region 10 ESC, or its cooperative members, of Vendor’s final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.
- 23. RIGHT TO AUDIT:** Region 10 ESC, upon written notice, shall have the right to audit all of Vendor’s records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Region 10 ESC in connection with Vendor’s work for Region 10 ESC and shall be open to inspection and subject to audit and/or reproduction by Region 10 ESC, its cooperative members, or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:
- Vendors compliance with this Agreement and the requirements of the solicitation;
 - Compliance with Region 10 ESC’s procurement policies and procedures;

- c. Compliance with provisions for computing billings to Region 10 ESC, or its cooperative members, and/or
- d. Any other matters related to this Agreement

- 24. OPEN RECORDS/PUBLIC INFORMATION:** Region 10 ESC and/or its cooperative members are governmental entities subject to the Texas Public Information Act. Region 10 ESC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act, (Texas Government Code, Chapter 552.001, et seq.,) after a Contract/Agreement is awarded or the procurement terminated. Proposers are hereby notified that Region 10 ESC strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information. Any information deemed to be confidential by Proposer should be clearly noted on the page(s) where confidential information is contained, page-by-page and line-by-line the parts of the response which it believes are exempt; however, Region 10 ESC cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Proposer may not be considered confidential under Texas law, or pursuant to a Court order. Vague or general claims to confidentiality will not be accepted. Region 10 ESC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers. Vendor waives any claim against and releases from liability Region 10 ESC, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by Region 10 ESC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
- 25. CONFIDENTIALITY:** Vendor and Region 10 ESC agree to secure the confidentiality of all information and records in accordance with the applicable federal and state laws, rules, and regulations. Vendor and Region 10 ESC understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.
- 26. INSPECTION AND ACCEPTANCE:** Awarded Vendor(s) shall deliver the goods or services procured on this Contract/Agreement to the Region 10 ESC department, or cooperative member, issuing a purchase order. If delivery cannot be made within the proper time period, the awarded vendor must receive authorization from the issuing Region 10 ESC department, or cooperative member, for the delayed delivery. Region 10 ESC, or its cooperative members, shall have the right to inspect the goods at delivery before accepting them. If defective, incorrect, or items not meeting specification are delivered, Region 10 ESC, or its cooperative members, may make the determination, in its sole discretion, to return the good(s) to the vendor at no cost to Region 10 ESC, or its cooperative members. The vendor shall be responsible for arranging the return of defective or incorrect good(s). The vendor agrees to pay all shipping and handling costs for any such return shipment. If goods are not picked up within one (1) week after notification, the good(s) will become a donation to the Region 10 ESC, or its cooperative member, for disposition.
- 27. TITLE AND RISK OF LOSS:** Whenever Region 10 ESC, and its cooperative members, is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of Region 10 ESC's acceptance of the item or payment of the applicable invoice.
- 28. DELIVERIES:** All deliveries under this Agreement shall be freight prepaid, Free on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. The Region 10 ESC and its cooperative members assume no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by Region 10 ESC and/or its cooperative members of damage. Proposal prices will include all freight and delivery charges.
- 29. HOURS OF DELIVERY:** Deliveries shall be made between 8:00 AM and 3:00 PM, at the designated Region 10 ESC or cooperative member administration facility, unless prior approval for after-hours delivery has been obtained from Region 10 ESC, or cooperative member. For cooperative member school nutrition program locations, deliveries will only be accepted between 6:30 AM and 2:00 PM, unless otherwise specified by the cooperative member.

- 30. SHIPMENTS:** Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by Region 10 ESC and/or its cooperative members. If a product cannot be shipped within that timeframe, Vendor shall notify Region 10 ESC of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. Region 10 ESC, and its cooperative members, may cancel the order if the estimated shipping time is not acceptable to Region 10 ESC, and/or its cooperative member in its sole discretion. Consistent failure of a Vendor to meet delivery promises without a valid reason is cause for removal.
- 31. LEAD-TIME:** Time of delivery is part of the proposal consideration and must be stated in definite terms and must be adhered to completely. Proposals must show the number of calendar days required to place the materials in possession of Region 10 ESC and/or its cooperative members. Do not quote shipping dates. Failure to specify the lead-time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the bid to be disregarded.
- 32. SHORTAGES:** Vendor and/or sales agents acting on behalf of the Vendor shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery. The Vendor must keep the ordering entity informed at all times on the status of the order. Default in promised delivery, without acceptable reason, authorizes Region 10 ESC and/or its cooperative members to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. No substitutions are accepted without prior written approval by Region 10 ESC and/or its cooperative members.
- a. Vendors must notify Region 10 ESC of any known shortages, back orders, out-of-stock items, etc. that could affect multiple ordering entities for any extended period.
- 33. FORMATION OF A CONTRACT (DECLARATION OF COMPLIANCE):** A response to this solicitation is an offer to Contract/Agreement with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a Contract/Agreement unless and until it is accepted by Region 10 ESC after approval by the Region 10 ESC Board of Directors. Policy CH (Local) requires that all contracts or agreements shall be signed by the Region 10 ESC Executive Director, or the cooperative members' Superintendent, or their designee. No other personnel are authorized to execute or enter into contracts on behalf of the Region 10 ESC or the cooperative member.
- 34. NON-EXCLUSIVE CONTRACT:** Region 10 ESC reserves the right to award multiple Contracts/Agreements for each category. Categories are established at the sole discretion of Region 10 ESC. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Region 10 ESC, and its cooperative members. Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Region 10 ESC. Region 10 ESC is free to have multiple contracts for the awarded goods and services, and may initiate other procurement solicitations or purchasing activity with other vendors at any time, at Region 10 ESC's sole discretion. During the term of this Agreement, Region 10 ESC reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. Additionally, the District may have a need to purchase additional items within this category that are not listed on the bid. Vendor is to make these items available to Region 10 ESC and its cooperative members through this Contract/Agreement at the same discounted pricing approved by the Board of Directors. Bids may be awarded to primary and secondary vendors on an item by item basis or by categories. End users may go to the secondary vendors to compare items for best value. In the event that a Vendor has an existing Region 10 ESC Agreement, in the same Agreement title, upon award, the new Agreement will immediately supersede the older contract.
- 35. PRICING:** All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to Region 10 ESC, for acceptance or rejection by Region 10 ESC, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the Region 10 ESC prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers'/distributors' impact (if any).
- a. Proposal price must be submitted on units of quantity specified and extended to show total.
 - b. **Unit price must be shown with a minimum of 4 decimal places.**
 - c. In the event of discrepancies in extension, the unit price will govern.

- d. **Vendors are encouraged to provide pricing on specified items, even if no estimated quantity is provided.**

36. DISCOUNTS: Any discounts available to Region 10 ESC and its cooperative members for early payment should be noted in the proposal. Vendor(s) may propose volume discounts or other adjustments to the price for large orders. Discounts may be considered in determining low proposal.

37. CATALOG BID: Prices on this type of contract are based upon an approved price list or other approved method as identified in the procurement solicitation. This type of contract provides for discounts from a current manufacturer's price list, a percentage add-on to a manufacturer's distributor/producers type price list or a custom price list. Current price list means the latest price list in effect between the "date mailed" as shown on the RFP and the RFP opening date. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and recognized by the trade. Custom price list means a price list especially prepared for a given bid. The District shall be the sole determinate as to acceptability. Requests for price increases must be documented with a new dated price/cost list that is the same type as the one submitted with the RFP. The maximum allowable increase will be determined by the following formula:

$$\frac{\text{Original Price} \times \text{New Mfg. Cost} / \text{Price List}}{\text{Original Mfg. Cost} / \text{Price List}} = \text{Maximum Allowable Contract Price}$$

Prices for this type of contract cannot be increased for 30 days after the contract begins unless otherwise specified in the RFP. Price reductions shall be offered immediately upon becoming available to a vendor at any time after award.

38. SPECIAL TOOLS AND TEST EQUIPMENT: If the price includes the cost of any special test equipment fabricated or required by the Vendor for the purpose of filling this order, such special tooling and/or test equipment and any related items shall become the property of Region 10 ESC, and its cooperative members, and shall be identified by the Vendor as such.

39. PRICE CHANGES: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in a proposal may be submitted to the Region 10 ESC for price adjustment consideration. Region 10 ESC will accept or reject increases after receipt of a properly submitted request from the Vendor, which includes documentation as to the nature of the change substantiated by, but not limited to, the following indexes: The Food Institute Report, Urner Barry Market Indexes, Producer Price Index (PPI), Consumer Price Index (CPI) and any other relevant commodity price indexes. Region 10 ESC will respond to such requests by: 1) granting the request; 2) reassigning the item(s) to another awarded vendor; 3) rebidding the item(s); 4) reject the request. Vendors are required to immediately implement any industry wide price decreases that become available. Region 10 ESC must be notified in writing of any decrease for file updating purposes and notice to cooperative members.

40. PRODUCT SUBSTITUTION: Any and all substitutions require prior written approval by Region 10 ESC and/or the cooperative member. If applicable, the product substitution request must be accompanied with CN Label or Nutritional Analysis information, and/or other product information. Region 10 ESC and/or its cooperative members reserves the right to require the Vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The Vendor must contact the qualified ordering entity 72-hours **prior** to shipment of the approved substitution.

- a. If substitutions are made without prior written approval of the ordering entity, under Uniform Commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the Vendor.

41. ADDITION OF NEW GOODS AND/OR SERVICES: Region 10 ESC may add new goods and/or services throughout the term of this contract. New goods and/or services must have prior written approval from Region 10 ESC. Only goods and/or services not specified elsewhere in the contract may be considered new. Pricing is subject to the terms and conditions outlined in the procurement solicitation and shall be equivalent to the percentage discount or proposed prices for other similar goods and/or services. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. Goods and/or services may not be added to avoid competitive procurement procedures. The addition of new goods and/or services

cannot materially change the contract between Region 10 ESC, and/or its cooperative members, and the Vendor. Region 10 ESC may reject any proposed additions, without cause, in its sole discretion.

- 42. MATERIAL CHANGE:** If a material change to a contract entered into between Region 10 ESC, and its cooperative members, and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, Region 10 ESC may issue a new RFP for the goods or services procured under the previously-existing contract. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between Region 10 ESC, its cooperative members, and Vendor.
- 43. CUSTOMER SUPPORT:** Vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC, and its cooperative members.
- 44. COMPLIANCE WITH LAWS:** Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this Contract/Agreement, Vendor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. When required or requested by Region 10 ESC, Vendor shall furnish Region 10 ESC with satisfactory proof of Vendor's compliance with this provision.
- 45. EQUAL OPPORTUNITY:** It is the policy of Region 10 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.
- 46. SAFETY:** Vendors, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by Region 10 ESC and by the Occupational Safety and Health Administration ("OSHA"). All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Region 10 ESC. Vendor shall indemnify and hold Region 10 ESC, and its cooperative members, harmless from all claims, demands, suits, actions, judgements, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.
- 47. MATERIAL SAFETY DATA SHEETS:** Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.
- 48. RECYCLED MATERIAL:** Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled material, identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive."
- a. Send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre-consumer content to: ATTN: BUSINESS OFFICE, REGION 10 ESC, 400 E. SPRING VALLEY RD., RICHARDSON, TX 75081-5101.
 - b. Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.

- c. New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

49. WORKFORCE/DRUG-FREE WORK ENVIRONMENT: Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Region 10 ESC, or its cooperative members, property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Region 10 ESC's, or its cooperative members, property.

50. FORCE MAJEURE: The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, network failures, energy crisis, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that a Force Majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to Force Majeure is required to promptly notify the other party in writing, citing the details of the Force Majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a Force Majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a Force Majeure event, shall be excused for the period of delay caused solely by the Force Majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance is delayed or stopped by a Force Majeure event, Region 10 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Region 10 ESC's, or its cooperative members, contractual, legal, or equitable rights.

51. GOVERNING LAW AND VENUE: The laws of the State of Texas, without regard to its provisions on conflicts of laws, shall govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Dallas County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

52. PROPERTY: In the event of loss, damage, or destruction of any property owned by or loaned by Region 10 ESC, or its cooperative members, that is caused by Vendor or Vendor's representative, agent, employee or contractor, Vendor shall indemnify Region 10 ESC, or its cooperative members, and pay to Region 10 ESC, or its cooperative members, the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of the Vendor's receipt of written notice of Region 10 ESC, or its cooperative members', determination of the amount due. If Vendor fails to make timely payment, Region 10 ESC, or its cooperative members', may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by Region 10 ESC, or its cooperative members.

53. INDEMNIFICATION: To the fullest extent authorized by law, the Vendor agrees at all times to defend, indemnify and hold harmless Region 10 ESC, and/or its cooperative members, its board of directors, officers, employees, and agents any and all claims for damages or injures and other losses, liabilities, costs, suits of law or in equity, expenses, attorneys' fees, fines, penalties, or damages arising from the acts or omissions of Vendor, Vendor's officials, employees, agents, subcontractors, or volunteers in connection with this Agreement, including, without limitation, those arising from claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any item vendor is required to deliver. Vendor's obligations under this clause shall survive acceptance and payment by Region 10 ESC, or its cooperative members. Region 10 ESC, and/or its

cooperative members, shall not indemnify and hold harmless the Vendor and its agents or employees.

54. SUBCONTRACTORS: If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Region 10 ESC, and its cooperative members, for all acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Region 10 ESC, and its cooperative members, and any such subcontractor, nor shall it create any obligation on the part of Region 10 ESC, and its cooperative members, to pay or to see the payment of any moneys due to any such subcontractor except as may otherwise be required by law.

55. INSURANCE: Vendor is required to provide Region 10 ESC with copies of certificates of insurance, naming Region 10 ESC as an additional insured for Texas Workman's Compensation and General Liability Insurance. Certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Region 10 ESC prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against Region 10 ESC, and its' cooperative members, officers, employees, and agents. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to Region 10 ESC. Vendor shall give Region 10 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. Region 10 ESC reserves the right to require additional insurance as deemed necessary, in Region 10 ESC's sole discretion. **Proof of insurance coverage must be submitted with the proposal.**

Minimum insurance requirements for any activities conducted on school property:

Workman's Compensation/Employer's Liability:

Statutory Limits

\$500,000 Each Accident

\$500,000 Policy Limit

\$500,000 Each Employee

General Liability, Bodily Injury & Property Damage:

\$500,000 Combined Single Limits

\$1,000,000 Aggregate

Automotive Liability:

\$250,000 Each Person

Bodily Injury:

\$500,000 Each Accident

Property Damage:

\$250,000

56. INVOICES: Invoices shall be directed to Region 10 ESC's, or its cooperative members, Accounts Payable Department. Vendor shall submit invoices within a timely manner during Region 10 ESC's, or its cooperative members', fiscal year in which the good(s) and/or service(s) are purchased, and:

- a. Submit separate invoices, in duplicate, on each purchase order after each delivery.
- b. Invoices shall indicate the purchase order number.
- c. All invoices shall be itemized to include a description of each good(s) and/or service(s) rendered.
- d. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
- e. Quantity, unit and price of each item must be shown. All prices should be extended to on the invoice.
- f. Total all extensions on the invoice.
- g. Discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
- h. Transportation charges, if any, shall be listed separately.
- i. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.
- j. Shipment date of merchandise must be shown.
- k. Date of purchase order must be shown.
- l. Payment shall not be due until the above instruments are submitted after delivery.
- m. Vendors should keep the Accounts Payable department advised of any changes to remittance addresses.

- n. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
- o. Do not include Federal Excise, State or City Sales Tax. The Region 10 ESC, or its cooperative member, shall furnish exemption certificate, if required.
- p. Each invoice should be verified by Region 10 ESC, and/or its cooperative members' for accuracy.

57. TAX-EXEMPT: Region 10 ESC and its cooperative members shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. Region 10 ESC shall not be liable for any taxes resulting from this Agreement. Taxes must not be included in the proposal. Tax exemption certificates will be executed by the Region 10 ESC and/or its cooperative members and furnished upon request.

58. TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES: Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Region 10 ESC harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

59. PAYMENTS TERMS: No payments shall be made prior to the delivery of the product or service. Texas Government Code § 2251.021 shall govern when payments are due to Vendor. In accordance with Texas Government Code § 2251.021, payments are due to Vendor by Region 10 ESC and/or its cooperative member whose governing body meets only once a month or less frequently, within **forty-five (45) days** after the later of the following: (1) the date Region 10 ESC and/or its MRPC member receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date Region 10 ESC and/or its cooperative member receives an invoice for the goods or service. For Region 10 ESC and/or its cooperative members whose governing bodies meet more than once a month or more often, payments are due by those entities within **thirty (30) days** after the later of the following: (1) the date the Region 10 ESC and/or its cooperative members receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Region 10 ESC and/or its cooperative member receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from Region 10 ESC and/or its cooperative member not later than the tenth (10th) day after the date Vendor receives the payment from Region 10 ESC and/or its cooperative member. The exceptions to payments made by Region 10 ESC and/or its cooperative members, and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

60. IRS FORM W-9: In order to receive payment under this Agreement, Vendor shall have a current I.R.S. Form W-9 Form on file with Region 10 ESC and/or its cooperative members,

61. NO AGENCY OR ENDORSEMENTS: Region 10 ESC and Vendor are independent contractors and have not power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Region 10 ESC and is not an employee, agent, joint venture, or partner of Region 10 ESC, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner between Region 10 ESC and Vendor or Region 10 ESC and any of Vendor's agents. Vendor agrees that Region 10 ESC has no responsibility for any conduct of any Vendor's employees, agents, representatives, contractors or subcontractors.

62. NON-APPROPRIATION CLAUSE: Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Region 10 ESC by this Agreement, Region 10 ESC shall have the right to terminate this Agreement without default or liability to Vendor resulting in such termination, effective as of the expiration of each budget

period of Region 10 ESC if it is determined by Region 10 ESC, in Region 10 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of Region 10 ESC's, or its cooperative members, current revenue only.

- 63. TERMINATION OF CONTRACT:** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual Agreement of Region 10 ESC and Vendor. Region 10 ESC reserves the right to terminate the Agreement immediately in the event the Vendor fails to:
- a. Meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;
 - b. Default in the payment of any fees;
 - c. Otherwise perform in accordance with this Agreement and/or the procurement solicitation
- Region 10 ESC also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if Region 10 ESC believes, in its sole discretion that it is in the best interest of Region 10 ESC to do so. Vendor agrees that Region 10 ESC shall not be liable for damages in the event that Region 10 ESC declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by Region 10 ESC and/or its cooperative members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a cooperative member, all terms of this Contract shall continue to apply to the Supplemental Contract.
- 64. BREACH OF CONTRACT:** In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, Region 10 ESC reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of Region 10 ESC and/or its cooperative members. Region 10 ESC and/or its cooperative members may exercise any or all of the following rights:
- a. Region 10 ESC and/or its cooperative members may take possession of the assigned premises and any fees accrued or becoming due to date;
 - b. Region 10 ESC and/or its cooperative members may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
 - c. Region 10 ESC and/or its cooperative members reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Region 10 ESC and/or its cooperative members.
 - d. In such event, the Region 10 ESC and/or its cooperative members may charge the successful bidder the difference for any additional cost of such bid item.
- 65. IN THE EVENT OF DEFAULT:** In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Region 10 ESC and/or its cooperative members shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Region 10 ESC and/or its cooperative members within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.
- 66. SEVERABILITY:** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 67. REPRESENTATION:** The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Region 10 ESC determines, in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Region 10 ESC, Region 10 ESC may on ten (10) days' notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Region 10 ESC for the unexpired term of the Agreement.
- 68. WAIVER:** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be

taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alternation, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

- 69. PACKAGING/CONDITION:** Unless otherwise indicated, items will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. Region 10 ESC and its cooperative members will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense. If refurbished products are being offered it must be clearly stated in proposal.
- 70. WARRANTY:** All goods and/or services provided under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year after Region 10 ESC's, or its cooperative members, acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacture's warranty is less than the required period, the Vendor shall warrant to goods and/or services to the full extent as provided by the Vendor/manufacture. Region 10 ESC, and/or its cooperative members, will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair Region 10 ESC's, or its cooperative member's, rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by Region 10 ESC. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation.
- 71. WARRANTY MAINTENANCE AGREEMENT:** Any information regarding warranties and/or maintenance Agreements pertaining to the goods and/or services in this solicitation shall be noted. The Vendor shall provide warranty information and/or company guarantees concerning the goods and/or services proposed. Goods and/or services that are found to be defective shall be replaced or fully repaired to the satisfaction of Region 10 ESC and/or its cooperative members before payment is made.
- 72. LIMITATION OF WARRANTY:** Vendor shall not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- 73. MANUFACTURER'S GUARANTEE:** A manufacturer's total satisfaction written guarantee shall be required, in accordance with Uniform Commercial Code (USC), for the one year Agreement term, with Region 10 ESC, and/or its cooperative members, reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specification. The items will then and after adequate time to remedy, be replaced without charge to Region 10 ESC's, and/or its cooperative member's, satisfaction. This will be provided at no additional cost to Region 10 ESC, and/or its cooperative members, during the term of the contract.
- 74. CRIMINAL HISTORY RECORD INFORMATION REVIEW - SB 9:** Prior to commencing any work under the Agreement, if Vendor contracts with Region 10 ESC, or its cooperative members, to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at Region 10 ESC, and its cooperative members; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the

employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with Region 10 ESC, or its cooperative members, to provide services; it does not apply to a contract for the purchase of goods or real estate. Region 10 ESC and its cooperative members require persons who enter on-site to first report to the front office/receptionist, and must be prepared to present a valid driver's license or another form of identification containing the person's photograph issued by a governmental entity in accordance with SB 9, for clearance through the Region 10 ESC, or its cooperative members, security system. School districts could create electronic databases to store information about visitors to campuses. This information could be used only for school security and could not be sold or otherwise disseminated to a third party. Region 10 ESC, and its cooperative members, may verify whether a visitor is a sex offender registered with the computerized central database maintained by the Texas Department of Public Safety as provided by Article 62.005, Code of Criminal Procedure, or any other database accessible by the Region 10 ESC, and its cooperative members. Additionally, Region 10 ESC, and its cooperative members, may require fingerprinting and criminal background checks for persons who enter a campus when required by local policy.

75. MINORITY & WOMEN'S BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB), AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION: Region 10 ESC encourages the use of MWBE, HUB, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements of the prime contractor. It will be the responsibility of the prime contractor to pre-qualify and subcontractors offered as MWBE, HUB, or SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a WMBE, HUB or SBE vendor and with whom they are certified, e.g. City, State, Federal. **Complete the enclosed HUB Certification and provide a copy of certificate(s) with proposal.**

76. PROTEST PROCEDURES: Outlined below are the ESC's procedures to handle and resolve disputes relating to procurements made with federal funds. The ESC, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must exhaust all administrative remedies with the ESC before pursuing a protest with a federal agency. Reviews of protest by Region 10 ESC will be limited to:

- Violations of federal law or regulations and procurement standards established by federal regulations (violations of state or local law will be under the jurisdiction of state or local authorities)
- Violations of the Contractor's or subcontractor's protest procedures for failure to review a complaint or protest

The Executive Director in the ESC is the primary office responsible for handling and coordinating any disputes relating to procurements. In the event of a timely protest, the Business Office shall take any action reasonably necessary to resolve a protest of an aggrieved bidder/offer concerning procurement. The Business Office shall promptly issue a determination to the protestor which states the reasons for action taken, and inform the protestor of the right to appeal to the Chief Financial Officer. The Chief Financial Officer shall promptly issue a determination to the protestor and inform the protestor of the right to appeal to the Executive Director. The Executive Director shall promptly issue a determination to the protestor and inform the protestor of the right to appeal to the Board of Directors. The Region 10 ESC shall also inform the granting agency, such as Texas Education Agency, Texas Department of Agriculture, or other granting agency of the protest for their review and determination.

77. COPYRIGHT: All contracts paid from State or Federal grants administered by a State or Federal agency must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State or Federal agency pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests the Region 10 ESC, and its cooperative members, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Vendor agrees to protect the Region 10 ESC, and its cooperative members, from any claim involving infringement of patents or copyrights.

- 78. WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn prior to the specified deadline by providing written notification to Region 10 ESC. All approvals shall be based upon an acceptable written reason for the action.
- 79. NO BID:** Vendors who do not bid are requested to notify the Region 10 ESC Business Office in writing if they wish to receive future bids. Failure to do so may result in their being deleted from Region 10 ESC's vendor list. Continued submittal of "NO BIDS" will result in vendor being removed from Region 10 ESC's Approved Commodity Processors list. Vendors not submitting bids or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in Region 10 ESC's Approved Commodity Processors list. Region 10 ESC is not responsible for any errors occurring as a result of this procedure. It is the vendor's responsibility to ensure the contact information on the Region 10 ESC Approved Commodity Processors list is up to date. Vendors may report any changes/updates via email to keri.warnick@region10.org.
- 80. TIE PROPOSAL:** In case of tie proposals, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004. (NON-RESIDENT BIDDERS). Consistent and continued tie bidding could cause rejection of the bids by Region 10 ESC and/or investigation for antitrust violations.
- 81. GEOGRAPHIC PREFERENCE:** Region 10 ESC, and its cooperative members, may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the school district shall give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by Region 10 ESC, and its cooperative members, in a Child Nutrition Program. See TEXAS GOV'T. CODE §2252.001-.004; 2 C.F.R. § 200.319.
- 82. BUY AMERICAN PROVISION:** Region 10 ESC, and its cooperative members, have a preference for domestic end products for supplies for use in the United States when spending federal funds. Region 10 ESC and/or cooperative members participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program for Children, Summer Food Service Program and/or Child and Adult Care Food Programs, are required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term substantially means that over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.
- 83. EVALUATION OF PROPOSALS:** A committee of Region 10 ESC employees, and its cooperative members, will review and evaluate proposals and make a recommendation to the Region 10 ESC Board of Directors. Region 10 ESC, and its cooperative members, will base a recommendation for Contract/Agreement award on the published evaluation criteria. Award will be made to the best responsive, responsible offer, price and other factors considered. To be considered for an award, a Proposal Response must be considered "Acceptable". The considerations to award the contract are specified under Evaluation Criteria. Region 10 ESC, and its cooperative members, reserve the right to conduct any test, evaluation, or comparisons it deems necessary to complete the evaluation process.
- 84. COMPETITIVE RANGE:** It may be necessary for Region 10 ESC and/or its cooperative members to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.
- 85. SOLE SOURCE:** In order to become a Sole Source Vendor, a proposer must meet the requirements of Texas Education Code § 44.031 (j) Sole Source, as described below. Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- a. Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly
- b. Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
- c. Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

It is incumbent upon the Business Office to obtain and retain documents from the proposer which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with Region 10 ESC as a Sole Source Vendor, Region 10 ESC must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:

Region 10 ESC, Attn: Business Office, Region 10 ESC reserves the right to decide if your company is a qualified Sole Source Vendor.

86. CONTRACTS INVOLVING FEDERAL FUNDS: Region 10 ESC may be unable to determine which of its Contracts/Agreements will be used by cooperative members using federal funds at the time of the procurement process. Region 10 ESC intends to competitively procure each contract awarded by Region 10 ESC under Section 44.031 of the Texas Education Code. For contracts at or above \$150,000, cooperative members must verify that Region 10 ESC fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. If this is necessary, Region 10 ESC will provide its cooperative members with an Independent Estimate Determination Form and/or Price Reasonableness Form that will allow the cooperative member to conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase.

87. OTHER CONTRACT PROVISIONS: All Vendors (contractors and subcontractors) shall be in compliance with the following applicable Federal provisions:

- a. **Intangible Property** 2 CFR § 200.315: All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in Region 10 ESC, or its cooperative member, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.
- b. **Contracts more than \$150,000**, the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- c. All contracts in excess of \$10,000 must address **termination for cause and for convenience** including the manner by which it will be effected and the basis for settlement.
- d. All contracts awarded in excess of \$10,000 by school districts and their contractors or sub grantees shall contain a provision requiring compliance with executive order 11246, entitled "**Equal Employment Opportunity**", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- e. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

- Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.
- f. **Copeland “anti-kickback” Act** (29 CFR, Part 3) regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c). Applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. Intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The Act details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.
- g. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Per 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding Agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- i. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the **Energy Policy and Conservation Act** (P.L. 94-163).
- k. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Excluded Parties can be reviewed at www.sam.gov.

- l. Lobbying Certification and Disclosure of Lobbying (**Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)): All contractors that apply or bid for an award of \$100,000 or more must file the required Lobbying Certification that it has not and will not use any Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If *non*-Federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and forward the disclosure to the next tier, who must forward it through each tier to the Federal awarding agency.
- m. Procurement of Recovered Materials 2 CFR § 200.322. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- n. **Employment Verification:** U.S. law (FAR 22.18) requires, as applicable, a condition for the award of any Federal contract at \$150,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.
- o. **Access** by the Region 10 ESC, and cooperative member, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

88. REGISTER FOR GOVERNMENT CONTRACTING: Follow these steps to certify your business and obtain the registrations required to begin bidding on government proposals:

- **Obtain a D-U-N-S Number:** Your Company will need to obtain a Dun & Bradstreet D-U-N-S® Number. This is a unique nine-digit identification number for each physical location of your business. The assignment of a D-U-N-S Number is free for all businesses required to register for Federal contracts or grants. Visit the [D-U-N-S Request Service](#) to register or read a quick [overview here](#).
- **Register your Business with the System of Award Management (SAM)** –If your company wants to successfully pursue a contract, it is essential that your business registers in the Federal government's vendor database; registration is free. The Federal government's vendor database used to be known as CCR – Central Contractor Registration, but on July 30, 2012, it was replaced by SAM. If your company was registered in CCR, your company's information migrated over to SAM. Information that has migrated into the SAM database should be checked and updated by vendors, at least annually. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic Agreement, basic ordering Agreement, or blanket purchase Agreement. Access SAM at <https://www.sam.gov>. Using SAM you will be able to register your business size and socio-economic status while completing the required solicitation clauses and certification. By completing your required solicitation clauses and certifications you certify that the information provided about your company and its business activities are correct. The certification information that you will be asked on SAM is explained in the Federal Acquisitions Regulations, Section 52.2123 https://www.acquisition.gov/far/current/html/52_212_213.html.
- **NAICS Codes** – You may also find that you need a North American Industry Classification System (NAICS) code for administrative, contracting and tax purposes. The code classifies the economic sector, industry and country of your business. For Region 10 ESC Federal contracting purposes, you will need to identify in SAM all the NAICS codes (industries) applicable to your business. Read [Identifying Industry Codes](#) for more information.
- **Obtain Past Performance Evaluations** – Businesses interested in contracts should obtain an [Open Ratings, Inc. Past Performance Evaluation](#). Open Ratings, a Dun & Bradstreet Company, conducts an independent

audit of customer references and calculates a rating based upon a statistical analysis of various performance data and survey responses. While some GSA Schedule solicitations contain the form to request an Open Ratings Past Performance Evaluation, vendors may also submit an online request directly to Open Ratings.

- **For assistance: Contact the Association of Procurement Technical Assistance Centers at www.aptac-us.org, or call 615-268-6644.**

89. ERRORS AND OMISSIONS: Due care and diligence have been used in the preparation of the specifications and information contained in the solicitation and is believed to be sustainably correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the respondent. Region 10 ESC and its representatives, and/or cooperative members, will not be responsible for any errors and omissions in the specifications nor the failure on the part of the Vendor to determine the full extent of the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission of the part of the Vendor.

90. ENTIRE AGREEMENT: This Agreement, the procurement solicitation issued by Region 10 ESC, and Vendor's proposal submitted in response to Region 10 ESC's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire Agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. Vendor must comply with all terms and conditions contained in this procurement solicitation. Vendor must comply with all applicable federal, state, county, and local laws concerning the goods and/or services contained in this procurement solicitation.

91. QUESTIONS: Proposers/Offerors shall carefully examine the procurement solicitation. Should the Vendor find discrepancies in, or omissions from, the specifications or other documents, or be in doubt as to their meaning, the Vendor should at once notify the Region 10 ESC and obtain clarification by addendum prior to submitting any bid. Any questions concerning this proposal should be addressed in writing, no less than five (5) business days before the proposals are due, to Sue Hayes, Chief Financial Officer, Region 10 ESC at sue.hayes@region10.org or (972)348-1110.

REGION 10 ESC
SCOPE OF SERVICES
PROCESSING OF USDA FOODS FOR SY17
RFP #2015-16 CP

Region 10 ESC is seeking to establish an Agreement with one or more businesses, public or private organizations or other entities that wish to provide Vendor products/services to the Region 10 ESC Multi-Region Purchasing Cooperative (MRPC). Region 10 ESC seeks sealed proposals from firms to perform a variety of services, upon request, related to the efficient and economical operation of public organizations such as regional education service centers, school districts, charter schools, other governmental entities.

1. REGION 10 ESC OVERVIEW:

- 1.1 The Region 10 ESC, located in North-Central Texas in the United States, is part of a state-wide system of 20 regional education service centers created by the 59th Texas Legislature to assist school districts across the state. Originally slated to work with school districts as a media center, the role of the education service center has expanded to work alongside school districts to carry out the three main objectives as stipulated in the TEC §8.002: to *assist school districts improve student performance, to assist school districts to operate efficiently and economically, and to carry out the mandates of the Texas Education Agency and the Texas Legislature.*
- 1.2 A map of the Region is available at the following website address:
<https://www.region10.org/about-us/r10-regional-map/>
- 1.3 Region 10 ESC serves 80 school districts and 41 charter school campuses in the nine county areas of Collin County, Dallas County, Ellis County, Fannin County, Grayson County, Hunt County, Kaufman County, Rockwall County, and Van Zandt County.
- 1.4 The Region 10 Multi-Region Purchasing Cooperative (MRPC), including members across six Education Service Center areas (Regions 6, 7, 10, 11, 12, 15), currently serves 218 member districts, which represents over 640,608 students, and approximately 901 delivery sites. MRPC members are the only authorized entities to use this contract, **see Attachment B – Member List**, unless Vendor is otherwise notified by the Region 10 ESC.

2. INTERLOCAL AGREEMENT: Pursuant to TEX. GOV'T. CODE Chapter 791, the Interlocal Cooperation Act, and similar statutes of other states, as well as directives issued by the Texas Department of Agriculture and the United States Department of Agriculture, Region 10 ESC, and cooperative members participate in an Interlocal Contract to provide governmental functions and services, including procurement services, which permits cooperative members to make purchases using contracts procured by Region 10 ESC and the Purchasing Cooperatives it administer. A local government that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of the products and services. TEX. GOV'T. CODE § 791.025(c). An interlocal contract between a governmental entity and a purchasing cooperative may not be used to purchase engineering or architectural services. TEX. GOV'T. CODE § 791.011(h).

3. PIGGYBACK: It is the intent of Region 10 ESC to allow its cooperative members to "piggyback" onto any existing contract between Region 10 ESC and Vendor entered into pursuant to this RFP, as contemplated in United States Department of Agriculture Memorandum SP35-2012, Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc., June 12, 2012 ("SP 35-2012"). Accordingly, pursuant to Region 10 ESC's membership Agreements with its cooperative members (as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and similar statutes in other states), Region 10 ESC cooperative members are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between Region 10 ESC and Vendor.

4. NOTICE OF AWARD: A Notice of Award will be issued for each Contract/Agreement. Vendors approved in the Notice of Award are hereby known as an "Approved Vendor." Approved Vendors should present their Notice of Awards, issued by Region 10 ESC, to the cooperative member districts as required by local policy before offering services. This letter is not an endorsement of the product or service, or guarantee of service acceptance by the individual cooperative members

5. VENDOR SELECTION PROCESS:

- 5.1 Region 10 ESC shall award the proposal to qualified Vendors that best meet the evaluation criteria.
- 5.2 Cooperative members and Vendors will be notified as to the Vendor(s), as well as the good(s) and/or services(s), awarded under the proposal.
- 5.3 Cooperative members will determine which Approved Vendor they wish to use based on the following, but not limited to: suitability of Approved Vendor to the cooperative member's need; and whether the Vendor's items will be beneficial to the cooperative member and its community.
- 5.4 Cooperative members will be allowed to select an Approved Vendor and/or the products and goods offered from the approved list.

6. DISTRICT ACCESS

- 6.1 Approved Vendors are not authorized to make unsolicited contact with individual cooperative members. If/when a member has an interest in a particular Approved Vendor product/service; the cooperative member will make the initial contact with the Approved Vendor.
- 6.2 Once services are requested by the cooperative member, Approved Vendors are asked to limit their contact with cooperative member representatives to only those times necessary to conduct appropriate Vendor activities and/or as governed by Federal, State and local policy.
 - 6.2.1 No cooperative member visits are to be made during the first two or last two weeks of the school year unless otherwise requested by the cooperative member. A district school calendar is available at each individual cooperative member district's website or through access via Region 10's website for Region 10 districts: <http://www.region10.org>.
 - 6.2.2 Approved Vendors are encouraged to contact a cooperative member prior to their visit to arrange for an appropriate time to meet with cooperative member personnel. It is the option of the individual cooperative member district personnel to determine if the Vendor will be granted an appointment.

- 7. CANCELLATION OF APPROVAL.** Failure to abide by these terms, guidelines and/or complaints received from cooperative member districts during the contract period will result in the cancellation of the permit, removal of the awarded company from the approved list, and prohibition from contacting Region 10 ESC or cooperative member district personnel.

EVALUATION CRITERIA
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

For further information, submit questions in writing to:
Sue Hayes, Chief Financial Officer
Region 10 ESC
400 E. Spring Valley Rd.
Richardson, Texas 75081-5101
Email: sue.hayes@region10.org

According to the Texas Education Code, Subchapter B, Section 44.031(b), in determining to whom to award a contract, the Region 10 ESC MRPC shall consider the following:

- (1) The cost to Region 10 ESC's cooperative members
Formula used: Vendor's cost/lowest proposed cost x 60%; **60 points**
- (2) The reputation of the vendor and of the vendor's goods and services; **8 points**
- (3) The quality of the vendor's service(s)/good(s); **8 points**
- (4) The extent to which the goods or services meet Region 10 ESC and its cooperative member's needs; **8 points**
- (5) The vendor's past relationship with Region 10 ESC and/or its cooperative members, if any; **3 points**
- (6) The impact on Region 10 ESC and its member's ability to comply with laws and rules relating to historically underutilized businesses; **1 point**
- (7) The total long-term cost to Region 10 ESC and its cooperative members to acquire the vendor's service(s)/good(s); **5 points**
- (8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor's ultimate parent company or majority owner (a) has its principal place of business in this State, or (b) employs at least 500 persons in this State; **0 points**
(NOTE: As a general rule, Region 10 ESC, and its cooperative members, may not apply geographic preference for procurements involving federal funds. See 2 C.F.R. § 200.319. However, Region 10 ESC, and its cooperative members, may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).
- (9) Any other relevant factor that Region 10 ESC or its members would consider in selecting a vendor, including:
 - a. Nutrition information included with proposal packet
 - b. Ability for Vendor to perform

Maximum points: 100

The evaluation Committee may consist of the following: Sue Hayes, Chris Kanouse, Keri Warnick, Michelle Roquemore, and any individuals and/or their designated staff listed on Attachment B - Member List. If a real or perceived conflict exists with any of the above noted individuals, and/or those listed in the Conflict of Interest section of this procurement solicitation, Vendor must note such conflicts on the enclosed Form CIQ and submit with the proposal.

REGION 10 ESC
REFERENCES
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

For proposal response to be considered, each vendor must supply a minimum of three (3) references: 2 *current* school district customers, and 1 *past* school district customer, who are also members of the Multi-Region Purchasing Cooperative. If vendor is not able to supply the references as requested, provide 2 *current* school district customers, and 1 *past* school district customer, located in Texas. If vendor is not able to supply school district references from Texas, provide 2 *current* school district customers, and 1 *past* school district customer.

Please note which reference is a *current* customer and which is a *past* customer.

Complete all of the following information.

<u>Entity Name</u>	<u>Contact Name and Title</u>	<u>Phone#</u>	<u>Email Address</u>
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1. _____
2. _____
3. _____

REGION 10 ESC
SIGNATURE PAGE AND DECLARATION OF COMPLIANCE
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

The undersigned Respondent has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies that:

The Respondent entity named below; that is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that he/she is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent.

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

By signing and executing this proposal, I further certify on behalf of my organization and represent to Region 10 ESC that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN. § 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region 10 ESC concerning this proposal on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Region 10 ESC in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Region 10 ESC in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

Corporate/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

Fax #: _____

Email Address: _____

Corporate/Company Website: _____

DUNS #: _____

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

Authorized Signature: _____

Printed Name: _____

Title: _____

***Please Type All Information**

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

Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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

or

Employer identification number

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

REGION 10 ESC
VENDOR CERTIFICATIONS
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE

Pursuant to Texas Family Code, Section [231.006](#), a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment Agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section [231.006](#) of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.**

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

The following provisions are required and apply when federal funds are expended by Region 10 ESC, and/or its cooperative members, for any contract resulting from this procurement process.

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

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, Region 10 ESC, and/or its cooperative members, reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

Pursuant to Federal Rule (B) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, Region 10 ESC, and/or its cooperative members, reserves the right to immediately terminate any Agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the Agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Region 10 ESC, and/or its cooperative members, also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Region 10 ESC, and/or its cooperative members, believes, in its sole discretion that it is in the best interest of Region 10 ESC, and/or its cooperative members, to do so. The vendor will be compensated for work performed and accepted and goods accepted by Region 10 ESC, and/or its cooperative members, as of the termination date if the contract is terminated for convenience of Region 10 ESC, and/or its cooperative members. Any award under this procurement process is not

exclusive and Region 10 ESC, and/or its cooperative members, reserves the right to purchase goods and services from other vendors when it is in the best interest of Region 10 ESC, and/or its cooperative members.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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

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

Pursuant to Federal Rule (E) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, the vendor certifies that during the term of an award for all

contracts by Region 10 ESC, and/or its cooperative members, resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

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

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by Region 10 ESC, and/or its cooperative members, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by Region 10 ESC, and/or its cooperative members, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by Region 10 ESC, and/or its cooperative members, resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – All Contractors that apply or bid for an award exceeding \$100,000 must file the required Lobbying Certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Region 10 ESC, and/or its cooperative members, the vendor certifies that during the term and after the awarded term of an award for all contracts by Region 10 ESC, and/or its cooperative members, resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in

accordance with its instructions:

<https://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>,

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

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

**EMPLOYMENT VERIFICATION
FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

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

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Region 10 ESC, and/or its cooperative members, for any contract resulting from this procurement process, the 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 sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUB GRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Region 10 ESC, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Region 10 ESC, or its cooperative members, for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

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

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies 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 nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

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

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

Fax #: _____

Email Address: _____

Corporate/Company Website: _____

DUNS #: _____

REGION 10 ESC
FELONY CONVICTION NOTIFICATION
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This notice is not required of a Publicly-held Corporation.

I, the undersigned agent for 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.

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

a. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name	of	Felon(s):

Details of Conviction(s): _____

Signature	of	Company	Official:

REGION 10 ESC
CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed.		
_____ Name of Officer		
<p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4		
_____ Signature of vendor doing business with the governmental entity		_____ Date

Definitions and Instructions for Completing Form CIQ

Chapter 176 of the Local Government Code requires any Vendor that does business with Region 10 ESC, and/or its cooperative members, to complete a Conflict of Interest Questionnaire (Form CIQ) in the following situations:

The vendor has a business relationship with a local governmental entity **and**:

1. Has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer;
2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than \$100 in the 12-month period (excludes food);
3. Has a family relationship with a local government officer of that local governmental entity; or
4. The amount of a contract that is either executed or under consideration between the vendor and that local governmental entity exceeds \$1 million.

The completed conflict of interest questionnaire must be filed with the Region 10 ESC Business Office not later than the seventh business day after the later of:

1. The date that the vendor:
 - a. Begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - b. Submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
2. The date the vendor becomes aware of:
 - a. An employment or other business relationship with a local government officer, or a family member of the officer;
 - b. Giving one or more gifts, as defined above; or
 - c. A family relationship with a local government officer.

The vendor filing the questionnaire must:

1. Describe each employment or business and family relationship the vendor has with each local government officer of the local governmental entity;
2. Identify each employment or business relationship with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the vendor;
3. Identify each employment or business relationship with respect to which the vendor receives, or is likely to receive, taxable income, other than investment income, that:
 - a. Is received from, or at the direction of, a local government officer of the local governmental entity; and
 - b. Is not received from the local governmental entity; and
4. Describe each employment or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
 - a. Serves as an officer or director; or
 - b. Holds an ownership interest of one percent or more.

If no conflict of interest exists, you must type "N/A" on Box 1 of the Form CIQ, sign it, and date it.

A vendor shall file an updated completed questionnaire with the Region 10 ESC Business Office not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

The Region 10 ESC Business Office shall:

1. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire; and
2. Maintain the statements and questionnaires that are required to be filed under this chapter in accordance with the local governmental entity's records retention schedule.

Failure to comply with Chapter 176 of the Local Government Code requirements is an offense:

1. Class C misdemeanor if the contract amount is less than \$1 million;
2. Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
3. Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a violation of Chapter 176 of the Local Government Code has occurred.

Definitions:

- **Agent:** Anyone who is involved in the planning, advertising, recommending, selecting, or contracting of a vendor, on behalf of the local governmental entity.
- **Local Government Officer:** Any employee of the local governmental entity meeting the definition of "agent."
- **Vendor:** Person who enters or seeks to enter into a contract with a local governmental entity, seeks to influence the contract award made by a governmental entity, or is the agent of a vendor.
- **Family Relationship:**
 - Relationship within the third degree by consanguinity (blood) or the second degree by affinity (relationship) as defined in the Nepotism statute in Chapter 573 of the Texas Government Code.
 - Relatives in the third degree consanguinity include: great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual.
 - If two individuals are related to each other in the second degree by consanguinity (brother, sister, grandparent or grandchild), the spouse of one of the individuals is related to the other individual in the second degree by affinity (such as brother-in-law, sister-in-law, etc.).
- **Gift:** benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest.

REGION 10 ESC
CERTIFICATE OF RESIDENCY
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. This law makes it necessary for the Region 10 ESC to determine the residency of its Vendors.

'Non-resident bidder' refers to a person who is not a resident.

- a. 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.
- b. A 'resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that my company is a "**Resident Bidder**":

Company Name

If your company's principal location is out of state and you are claiming "Resident Bidder" status, does your company employ 500 or more persons within the State of Texas?

- Yes
 No

I certify that my company qualifies as a "**Nonresident Bidder**"
(NOTE: You must furnish the following information)

Indicate the following information for your "**Resident State**":
(The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

- A. Does your "resident state" require bidders whose principal place of business is in Texas to underprice bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)

- Yes
 No

- B. What is the prescribed amount or percentage? \$ _____ or _____ %

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Company Name

Signature of Authorized Company Official

REGION 10 ESC
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION
FULL SERVICE DELIVERY FOR SY17
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Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. **Please attach a copy of HUB certification.**

- I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)
- Minority Owned Business**
 - Small Business**
 - Women Owned Business**
- My company has **NOT** been certified as a Historically Underutilized Business (HUB).

Company Name

Signature of Authorized Company Official

REGION 10 ESC
VENDOR PURCHASE ORDER, RFQ, AND INVOICE RECEIPT OPTIONS
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

To help us ensure you receive orders from Region 10 ESC and/or its cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Request for Proposal. Orders will be available through one of two options:

Option 1: Internet. Vendors will need to have Internet access available to them and an e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives.

Option 2: Fax. Vendors may choose to have a designated fax line available to receive purchase orders.

Company: _____ Contact Name: _____

Please choose the following options for receipt of purchase orders (check all that apply):

- I plan to use the Internet to retrieve purchase orders.**
E-mail Address: _____
Internet Contact: _____ Phone: _____
Alternate E-mail Address: _____
Alternate Internet Contact: _____ Phone: _____
- I plan to receive purchase orders via fax.**
Fax Number: _____
Fax Contact: _____ Phone: _____
- Other (please specify):** _____

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

E-mail Address: _____
Alternate E-mail Address: _____

Please indicate the address and contact for receipt of invoices:

Mailing address: _____ Department: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone: _____
Fax: _____ Email Address: _____

REGION 10 ESC
DEVIATIONS AND EXCEPTIONS FORM
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

If the undersigned bidder intends to deviate from any part of this procurement solicitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Region 10 ESC, and its cooperative members, will consider any deviations in its proposal award decisions, and Region 10 ESC reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Vendor assures Region 10 ESC, and its cooperative members, the Cooperative of their full compliance with the Standard and Special Terms and Conditions, Item Specifications, and all other information contained in this Request for Proposal.

- No Deviations
 Yes Deviations

List any deviations your company is submitting below:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Delivery Terms: FOB Destination (freight included in price)
 FOB Shipping Point (**deviation to specs**)
2. Shipping Via: Common Carrier Company Truck Other: _____
3. Payment Terms: Net 45 days Net 30 days 1% in 10/Net 30 days
 Other: _____
4. Number of Days for Delivery (lead-time): _____ After Receipt of Order (ARO)
5. Vendor Reference/Quote Number: _____
6. State your return policy:

7. Are electronic payments acceptable to your company: Yes No

Company Name

Signature of Authorized Company Official

REGION 10 ESC

NO PROPOSAL NOTIFICATION
FULL SERVICE DELIVERY FOR SY17
RFP #2016-04

Region 10 ESC is interested in receiving competitive pricing on all items it proposals. We place significant value on quality vendors and we also desire to keep your firm as a proposer and a supplier of materials, equipment and/or services; therefore, it is important for us to determine why you are not proposing on this contract item. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:
(Please place an X by one or more of the reasons listed below.)

1. Do not supply the requested product/service.
2. Quantities offered or scope of job is **TOO SMALL** to be supplied by my company.
3. Quantities offered or scope of job is **TOO LARGE** to be supplied by my company.
4. Specifications are "too tight" or appear to be written around a proprietary product. (Please elaborate on this item.)
5. Time frame for proposing was too short. (Please elaborate on your primary reason for this judgment.)
6. Other _____

If you **DID NOT** submit a proposal, please indicate:

I wish to remain on the bid list.

I do not wish to remain on the bid list.

COMPANY NAME

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE **PRINT**

ADDRESS

EMAIL

CITY/STATE/ZIP

TELEPHONE NUMBER

FAX NUMBER