

Region 16 Education Service Center

5800 Bell Street
Amarillo, Texas 79109

**Request for Competitive Sealed Proposals
Region 16 ESC - Failover Internet connection for schools**

INSTRUCTIONS TO PROPOSERS

Requests for proposal forms should be addressed to the Director of Purchasing and Operations at:

**Region 16 ESC
Attn: Andrew Pickens
5800 Bell Street
Amarillo, Texas 79109-6230
Phone: (806) 677-5040**

Questions regarding the RFP documents and process should be emailed to Andrew Pickens at andrew.pickens@esc16.net. All questions received and the corresponding answers will be available to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is noted in the Timetable. Region 16 ESC will not respond to questions after this time and date. Response to questions will be posted on the Region 16 website.

Please submit one (1) original, one (1) copy and an electronic copy in PDF format on a Flash Drive. Each proposer's completed Form of Proposal and Questionnaire must be submitted to Andrew Pickens at the address noted above, no later than **2:00 p.m., July 23, 2024**, in an opaque envelope, sealed, and clearly marked:

**Region 16 ESC
Attn: Andrew Pickens
Region 16 - Failover Internet connection for schools
Bid Opening 2:00 p.m., July 23, 2024**

No email or fax proposals will be accepted. No late proposals will be accepted. Proposals received after the deadline will be returned unopened. All timely received proposals will be opened and read at 2:00 p.m., July 23, 2024, at Region 16 ESC; 5800 Bell Street; Amarillo, TX. This is not a public opening. Within 60 days following the date of the opening Region 16 ESC staff will evaluate each proposal submitted. Region 16 ESC reserves the right to accept or reject any and all proposals and waive any formalities.

Prospective vendors and/or their agents shall undertake no activity, action, or contact to promote or advertise their responses to the Region 16 ESC Board of Directors or any Region 16 ESC employee. Violation of this provision will be grounds for disqualification of the proposer.

GENERAL CONDITIONS

1. Region 16 ESC prefers that the billing for all items contained in this RFP come from the awarded vendor and not third parties.
2. This contract will be awarded to one vendor, or multiple vendors as determined to provide the best value to Region 16 ESC.
3. Vendor awarded must supply end-to-end troubleshooting and circuit testing capabilities of all circuits specified by this RFP.
4. Vendor awarded **must name specific technicians that will serve as contact persons for all network troubleshooting** and/or circuit related issues.
5. **This is NOT an all or none bid.**
6. Region 16 ESC will award some locations from each section below, bid accordingly.
7. For comparisons, the bidder must submit the service provider's best pricing plan on the service pricing sheets. **All responses must be in the format as provided in the following Pricing Sheets.**
8. Region 16 ESC requires that each Service Provider prepare a separate exceptions page listing all exceptions to the specifications, terms and conditions within this RFP. Prepare a separate RFP exceptions page even if your company is not listing any exceptions to the specifications within this RFP and notate accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
9. Region 16 reserves the right to change circuit sizes based on the needs of our customers. New pricing for increased circuit sizes should be in-line with previous pricing schedules.

10. **Timetable: all times listed are Local Central Time (CT)**

Release RFP	June 18, 2024
Pre-bid meeting (Zoom)	June 25, 2024 – 2:00 p.m.
Meeting link https://r16.us/prebid-failover	Email to request passcode david.calabrese@esc16.net
Deadline for Questions	July 12, 2024 – 2:00 p.m.
Deadline for Submittal of Proposal	July 23, 2024 – 2:00 p.m.
Board Approval	August 30, 2024
Service Start Date	Opportunity to begin as early as Sept 3, 2024

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11. Any response to questions will be posted in the form of an addendum to this RFP on the Region 16 ESC website. Vendors are responsible for checking the Region 16 ESC website for any posted addenda.

12. **SUBCONTRACTING**

Subcontracting will be permitted under the Contract only with the written consent of Region 16 ESC. Acceptance by Region 16 ESC of an offer with subcontracting proposed shall constitute consent to such subcontracting. Consent by Region 16 ESC to a proposed subcontractor shall not (1) constitute a determination of acceptability of any subcontract terms and conditions, or (2) relieve contractor of any of its responsibilities to Region 16 ESC under the contract.

13. **INSURANCE**

Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract and any renewal thereof, insurance as follows:

- a. General liability insurance. Limit of not less than \$1,000,000.
- b. Worker's Compensation Insurance

A certificate of each policy of insurance shall be furnished to Region 16 ESC detailing Region 16 ESC as named insured. Notices of policy changes shall be furnished to Region 16 ESC.

14. **TERMINATION OF THE CONTRACT**

Any time during the contract, Region 16 ESC may make changes to the area of service as needed with no financial penalty to Region 16 ESC. Region 16 ESC reserves the right to enforce the performance in any manner prescribed by law or deemed to be in the best interest of Region 16 ESC. Each party shall give (30) days written notice in case of cancellation of contract under this agreement.

15. **TERM OF SERVICE**

Term of service shall be for a minimum of three (3) years beginning as early as Sept 3, 2024, with two (2) voluntary one-year extension. The term of this contract shall not exceed five (5) years total including extensions. Vendors that do not provide term agreements as specified will be disqualified and any respective proposal will not be evaluated.

16. **PROPOSAL SUBMITTAL**

Proposals shall be submitted in hard copy paper format using the Proposal Form provided in this solicitation to ensure complete uniformity of wording of all proposals. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Proposal Form. Additional original content information may be attached to the form to further explain the proposal as necessary. Submittal shall include one (1) original which shall be manually signed in ink by a person having the authority to bind the firm in a contract, one (1) signed copy, and an electronic copy in PDF format stored on a Flash Drive. Any proprietary or confidential information on the proposal document must be clearly marked as such and kept separate in the submittal and marked "Confidential" to separate from the rest of the proposal. Release of confidential information through an open records request is subject to the Texas Attorney General's discretion.

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Sealed proposals will be accepted at:

Region 16 ESC

Attn: Andrew Pickens

5800 Bell Street

Amarillo, Texas 79109

until the RFP closing time and date. At that time the proposals will be opened and reviewed. The proposal packages will be time/date stamped which shall be the official time of receipt for all packages received. Any proposal package received after the time and date specified or at any other location shall be considered void and not accepted. Oral, telegraphic, telephonic, e-mailed, or facsimile responses will NOT be accepted.

Proposals must be enclosed in a sealed and opaque package. The outside of the package shall be clearly marked as specified on page 1 of this RFP.

Proposals must be submitted using this entire RFP document. Failure to submit all pages of this document may result in disqualification of the proposal. By submittal of this bid, Offeror certifies, to the best of his/her knowledge, that all information is true and correct.

17. KEY DECISION CRITERIA

Pursuant to Section 44.031 of the Texas Education Code, Region 16 ESC will consider the following in determining to whom to award this contract:

- a. The purchase price; 30 Points
- b. The reputation of the proposer and of the proposer's goods or services; 10 Points
- c. The quality of the proposer's goods or services, network resiliency; 18 Points
- d. The extent to which the goods or services meet Region 16 ESC's needs; 25 Points
- e. The bidders past relationship with Region 16 ESC; 1 Point
- f. Impact of Region 16 ESC's compliance with laws and rules relating to Historically Underutilized Businesses; 1 Point
- g. The total long-term cost to Region 16 ESC to acquire the proposer's goods or services; 10 Points
- h. Local Service and Support Team – 5 Points

18. SUBMISSION OF POST-PROPOSAL INFORMATION

Upon request by Region 16 ESC, each offeror shall, within the time frame requested, submit any additional information required to evaluate a proposal, including any information on subcontractors.

19. CONTRACT AWARD

By submitting a proposal in response to this solicitation, Offeror understands that it has submitted an offer to contract with Region 16 ESC and agrees to all of the Standard Terms and Conditions.

All awards will be made by Region 16 ESC within ninety (90) days after bid opening. Notification of award will be sent to all respondents.

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Upon an award, a Region 16 ESC representative will countersign the solicitation signature page thus formally completing the contract execution process. No other contract documents will be executed.

SCOPE OF PROPOSAL

Region 16 ESC is seeking proposals for reliable Failover Internet Connectivity solutions for multiple school locations. The requested services include:

Passive Direct Circuit to Region 16 ESC: A circuit that remains inactive unless the primary circuit is disrupted, ensuring seamless failover during an outage. While a geographically diverse route from the main circuit feeding into the school is preferred to enhance resilience, proposals without this feature will still be considered. Region 16 ESC currently has two data centers located at 5800 Bell St., Amarillo, TX 79109 and 203 Southwest 8th Ave., Amarillo, TX 79101.

Business Class Internet: High-speed internet at each school location with a minimum of 1 Gbps download and 500 Mbps upload speeds, capable of serving as a failover in the event of a primary circuit failure. Geographical diversity from the primary circuit is preferred but not mandatory.

Alternative Solutions: Proposals for alternative failover solutions are welcome, including but not limited to satellite services such as Starlink or wireless solutions. Our goal is to find the best possible solution to ensure our schools can continue to operate and access the internet in the event of a service disruption from the main provider.

Optional Failover Equipment: Provision and deploy optional Failover Equipment such as BGP Routers or similar solutions that provide configurable Active-Active or Active-Passive based on proposed Internet Connectivity solutions.

PROJECT DETAILS and SPECIFICATIONS:

1. Service Provider must include on the pricing sheet all applicable costs necessary to fulfill the proposal, including but not limited to any taxes, surcharges, fees, installation cost, and any other costs. Service Providers must distinguish within any pricing documents if a price is a Non-Recurring Charge (NRC) or a Monthly Recurring Charge (MRC).
2. Billing cycle will begin on the first day of the month and end on the last day of the month. Bill will be received no later than five (5) business days after the beginning of the month and will be due net 30. Service Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
3. Service Provider agrees to resolve within 60 calendar days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Service Provider shall provide the mailing address for formal billing disputes within the response. Service Provider shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, Service Provider agrees to issue a credit to the Region 16 ESC. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event Service Provider does not provide the credit requested, the Region 16 ESC shall subtract said credit from the next month's bill. Service Provider agrees and accepts that any late payment fees associated with this process shall be waived by Service Provider without demand.
4. All responses must include an attached exceptions page. The ESC requires that each Service Provider prepare a separate exceptions page listing all exceptions to any specifications or terms and conditions within this solicitation. If your company is not listing any exceptions to the specifications or terms and conditions within this solicitation, the Service Provider is still required to submit an exceptions page and should notate it accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
5. Service Provider must provide access to customer support on a 7 x 24 x 365 basis for the entire term of the contract.
6. The Service Provider shall provide one customer representative and technical service representative to serve as Project Manager(s) during normal business hours (8:00 AM to 5:00 PM) during the first five days of Service operation to provide such assistance to the Region 16 ESC representative as may be required. The customer representative and technical service representative will be on call and immediately available for the remainder of the first month of operation. The cost shall be included within the pricing sheet.
7. Interface and Interconnection to the Customer Premise Wiring and Equipment for each service proposed shall be optical.

INTERNET ACCESS SERVICE LEVEL AGREEMENT MINIMUM REQUIREMENTS

The Vendor must meet the following SLA requirements. In addition to the below requirements, the Vendor must submit a full definition of other SLAs that the Vendor offers with a detailed description of what the Vendor measures and how the Vendor performs the measurements required to fulfill the SLA.

Installation SLA

The service will be available for production on the established Start Date. For every day up to 10 calendar days that the service is not available, the Region 16 ESC will receive a 10% credit of the recurring monthly cost of Internet Service. This credit is cumulative until the service is operational. After a total of 10 days of non-service, this credit will increase to 100% of the monthly recurring cost, cumulative. SLA credits should be applied to the the Region 16 ESC account on the next month's billing cycle of occurrence.

Availability SLA

The Region 16 ESC and Vendor will acknowledge that the connection is in a working and available condition when the following conditions are met:

The Region 16 ESC connections to the Vendor will deliver packets with less than 0.0001% packet loss over a continuous 5-minute period. This is measured from each of the Region 16 ESC's peer site to the Vendor router at the Vendor peering site.

The connection has a latency not exceeding 5 milliseconds measured from the Region 16 ESC peering router to the Vendor peering.

Packet Loss SLA

The Vendor will measure and guarantee no more than 0.0001% packet loss across the link from the Region 16 ESC to the Vendor. The Vendor will provide the Region 16 ESC, a web-based access method to view this tracking or the SLA will be measured by the Region 16 ESC router packet loss data.

Latency SLA

The Vendor will measure and guarantee no more than an average of 55 milliseconds round trip time latency across its North American network. The Vendor will provide the Region 16 ESC a web-based access method to view this tracking or this SLA will be measured by the Region 16 ESC router latency data.

Subscribed Bandwidth SLA

Contracted bandwidth must be guaranteed through the Vendors network to its Peering Sites to other Tier 1 Providers. The Vendor will provide the Region 16 ESC, a web-based access method to view this tracking or this SLA will be measured by the Region 16 ESC router bandwidth data.

Network Management/Monitoring SLA

Network Management must be available and working 365 days and 24 hours a day. Outside of schedule maintenance windows agreed upon with the Region 16 ESC any downtime of the system for over 20 minutes will be considered an SLA violation.

Billing SLA

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The Vendor will provide the Region 16 ESC an accurate and easy-to-understand invoice within one month of the billing cycle. Invoices must be provided to the Region 16 ESC and on paper for processing and bill paying. A sample of the invoice must be provided.

Credits for all Requirements other than Installation

If an SLA is not met the Region 16 ESC will receive credit for the amount of time in which the SLA was not met in the current billing cycle. SLA credits should be applied to customers account within the next month's billing cycle of occurrence. The amount charged of credit will be calculated using either of the following formula:

(Minutes not met by the SLA divided total minutes per month) multiplied by the billing cycle charge. If the SLA has not been met for 20% of the billing cycle the entire billing cycle is credited.

QUESTIONNAIRE

Provide responses to the items below. Use additional sheets as necessary.

1. Provide a list of customer service support telephone number(s).
2. In a separate sheet, provide a list or organizational chart of your local support management and sales team.
3. Define your billing dispute process in detail.
4. Provide a list of three (3) references, preferably from similar sized organizations in the Region 16 ESC area, who have used your services within the last three years. Additional references may be required.
5. Define your policy, procedures, and cost for IP addresses.
6. Include a map of your proposed circuit from your POP to the Service Location's premises and a map of your Internet Backbone Network.
7. Provide a copy of your Internet Service Contract.
8. Provide a copy of your Service Level Agreement with your proposal.
9. Will you include Internet Access Usage Reports at no additional cost to the customer?
10. Describe the level of redundancy within your Internet Access network service offering (Local, Regional, and National).
11. In a separate sheet, provide a detailed description for your proposed Point of Demarcation, Interface and Interconnection to the Customer Premise Wiring and Equipment for each service proposed.
12. Do you provide access to customer support on a 7 x 24 x 365 basis?
13. List any additional non-recurring and monthly recurring charges for IP addresses.
14. Describe your peering arrangement with other National Internet IP Backbone Networks.
15. Describe your peering arrangement with Big Cloud providers, including but not limited to AWS, Google and Microsoft.
16. Describe your peering relationship to Tier 1 providers.

PRICING SHEETS

Vendors shall propose Failover Internet Access Port and Fiber Optic Transport Services for a three (3) year agreement with two (2) successive one (1) year voluntary extensions.¹ Provide the requested information for each of the Tables described below.

In Table 1 provide the Service Provider Information.

In Table 2 provide the following as applicable:

- Proposed Service for each service location to include Passive Direct Circuit to Region 16 ESC, Business Class Internet or Alternative Solutions. Describe your proposed service and Identify whether it is Symmetrical or Asymmetrical. Include additional details separately as needed.
- Service Bandwidth proposed for each service location.
- Non-Recurring Charge (NRC) if any for each Service Location, Bandwidth and Term identified.
- Monthly Recurring Charge (MRC) for each Service Location, Bandwidth and Term identified.
- Monthly Recurring Charge (MRC) for Each Optional One Year Extension¹
- List separately any and all Taxes, Fees and Surcharges not included in the Pricing Table.

¹ Extension Price is Optional as selected by Region 16 ESC. Auto renewal language will not be allowed in the final contract.

Table 1 Service Provider Information

Service Provider Name	
Main Address	
Remittance Address	
Contact Name for Proposal	
Telephone Number	
Primary Scope of Business	

Table 2 Failover Internet Access

Failover Internet Access Port and Transport Transport is from service provider’s point of presence to each of the following Service Locations.					
Service Locations	Proposed Service		NRC	MRC Three Year Term	MRC For Each One Year Extension
	Description; Symmetrical or Asymmetrical	Bandwidth			
Adrian ISD 301 Matador Dr Adrian, TX 79001					
Booker ISD 600 S Main St Booker, TX 79005					
Borger ISD 600 W 1St St Borger, TX 79007					
Bovina ISD 400 Halsell St Bovina, TX 79009					
Boys Ranch ISD 27 Julian Bivins Blvd Boys Ranch, TX 79010					
Bushland ISD 1201 S FM 2381 Bushland, TX 79012					
Canadian ISD 621 S 5Th Canadian, TX 79014					
Canyon ISD 3301 N 23Rd Street Canyon, TX 79015					
Channing ISD 900 Greenwood Ave Channing, TX 79018					
Childress ISD 800 Ave J Nw Childress, TX 79201					
Clarendon ISD 416 S Allen Street Clarendon, TX 79226					
Claude ISD 500 N Vine St Claude, TX 79019					

Failover Internet Access Port and Transport

Transport is from service provider’s point of presence to each of the following Service Locations.

Service Locations	Proposed Service		NRC	MRC Three Year Term	MRC For Each One Year Extension
	Description; Symmetrical or Asymmetrical	Bandwidth			
Dalhart ISD 701 E 10Th Street Dalhart, TX 79022					
Darrouzett ISD 102 West Kansas Avenue Darrouzett, TX 79024					
Dimmitt ISD 1405 Western Circle Dimmitt, TX 79027					
Dumas ISD 300 S Klein Ave Dumas, TX 79029					
Farwell ISD 700 Ave G Farwell, TX 79325					
Follett ISD 205 E Ivanhoe Ave Follett, TX 79034					
Fort Elliott CISD 501 E Wilson Briscoe, TX 79011					
Friona ISD 909 E 11Th St Friona, TX 79035					
Grandview-Hopkins CISD 11676 FM 293 Groom, TX 79039					
Groom ISD 304 West Third Groom, TX 79039					
Gruver ISD 501 Garrett Ave Gruver, TX 79040					
Happy ISD 400 Nw 3Rd St Happy, TX 79042					
Hart ISD 710 2Nd St Hart, TX 79043					

Failover Internet Access Port and Transport

Transport is from service provider’s point of presence to each of the following Service Locations.

Service Locations	Proposed Service		NRC	MRC Three Year Term	MRC For Each One Year Extension
	Description; Symmetrical or Asymmetrical	Bandwidth			
Hartley ISD 901 Johnson St Hartley, TX 79044					
Hedley ISD 301 Jones St Hedley, TX 79237					
Hereford ISD 601 N 25 Mile Ave Hereford, TX 79045					
Highland Park ISD 3801 N FM 1912 Amarillo, TX 79107					
Kelton ISD 16703 FM 2697 Wheeler, TX 79096					
Kress ISD 200 E 5Th Street Kress, TX 79052					
Lazbuddie ISD 675 FM 1172 Lazbuddie, TX 79053					
Lefors ISD 209 E 5Th St Lefors, TX 79054					
McLean ISD 615 N Main Mclean, TX 79057					
Memphis ISD 1501 High St Memphis, TX 79245					
Miami ISD 800 Warrior Way Miami, TX 79059					
Nazareth ISD 101 S 1St St Nazareth, TX 79063					
Pampa ISD 1233 N Hobart Pampa, TX 79065					

Failover Internet Access Port and Transport

Transport is from service provider’s point of presence to each of the following Service Locations.

Service Locations	Proposed Service		NRC	MRC Three Year Term	MRC For Each One Year Extension
	Description; Symmetrical or Asymmetrical	Bandwidth			
Panhandle ISD 106 W 11Th St Panhandle, TX 79068					
Perryton ISD 821 Sw 17Th Avenue Perryton, TX 79070					
Plemons-Stinnett-Phillips CISD 600 S Stewart Ave Stinnett, TX 79083					
Pringle-Morse CISD 100 S Fifth St Morse, TX 79062					
River Road ISD 9500 N Us Highway 287 Amarillo, TX 79108					
Sanford-Fritch ISD 538 Eagle Blvd Fritch, TX 79036					
Shamrock ISD 100 S Illinois St Shamrock, TX 79079					
Silverton ISD 700 Loretta St Silverton, TX 79257					
Spearman ISD 403 E 11Th Ave Spearman, TX 79081					
Stratford ISD 503 N 8Th St Stratford, TX 79084					
Sunray ISD 900 Ave Q Sunray, TX 79086					
Texhoma ISD 402 W Denver St Texhoma, TX 73960					
Texline ISD 302 Pine Street Texline, TX 79087					

Failover Internet Access Port and Transport

Transport is from service provider’s point of presence to each of the following Service Locations.

Service Locations	Proposed Service		NRC	MRC Three Year Term	MRC For Each One Year Extension
	Description; Symmetrical or Asymmetrical	Bandwidth			
Tulia ISD 421 Ne 3Rd St Tulia, TX 79088					
Turkey-Quitaque ISD 11826 Hwy 86 Turkey, TX 79261					
Vega ISD 200 Longhorn Dr Vega, TX 79092					
Walcott ISD 4275 Hwy 214 Hereford, TX 79045					
Wellington ISD 1508 Amarillo Wellington, TX 79095					
Wheeler ISD 101 East 2nd St Wheeler, TX 79096					
White Deer ISD 604 S Doucette St White Deer, TX 79097					
Wildorado ISD 1523 S Locust Wildorado, TX 79098					
Total NRC and MRC for Three Year Term					

In the space below list any Taxes, Fees, Surcharges, and Construction Charges not included above:

Detailed Description	Amount

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- * Region 16 ESC will not be subject to pay any charges not depicted above.**
- * Region 16 reserves the right to renegotiate circuit sizes and pricing to meet our specific current need.**
- * Region 16 reserves the right to modify current locations and quantities to meet our needs. Bid accordingly.**

EXCEPTIONS

On this page list any and all exceptions to specifications, terms and conditions within this RFP if any.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code states:

“A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

“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.”

Please check one of the following:

- . Offeror is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporations).
- . Offeror is not owned or operated by anyone who has been convicted of a felony.
- . Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of felon(s): .

Conviction details: .

DEBARMENT

Neither the offeror nor an owner or principal of Offeror has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

- . No, Offeror is not currently debarred, suspended, or otherwise ineligible.
- . Yes, Offeror is currently debarred, suspended, or otherwise ineligible.

FORM 1295 - CERTIFICATE OF INTERESTED PARTIES

Offeror shall comply with all rules and regulations related to submission of a Form 1295 “Certificate of Interested Parties,” if required, to Region 16. Additional information may be located on the Texas Ethics Commission’s website, see https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

TEXAS RESIDENT INFORMATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Please answer as follows:

- Offeror is a resident.
- Offeror is a non-resident.

Offeror’s principal place of business is located:

Complete Mailing Address: .

City, State, Zip: .

Does Offeror’s resident state require a proposer whose principal place of business is in Texas to underprice proposers whose resident state is the same as Offeror’s by a prescribed amount or percentage to receive a comparable contract?

- Yes • No

What is the specified amount or percentage?.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor’s ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither bidding company nor the ultimate parent company or majority owner has its principal place of business in Texas, does Offeror, ultimate parent company, or majority owner employ at least 500 people in Texas?

- Yes • No

MWBE/HUB BUSINESS CERTIFICATION

A proposer that has been certified as a Minority/Women Business Enterprise (also known as an “Historically Underutilized Business” or “HUB” and all referred to in this form as a “MWBE”) is encouraged to indicate its MWBE certification status when responding to this solicitation. Offeror certifies that the company has been certified in the following categories: (Please check all that apply.)

- Minority Owned Business

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- Women Owned Business
- My company has NOT been certified as MWBE

Certificate Number •

Name of Certifying Agency •

Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

DEVIATION & COMPLIANCE

If Offeror intends to deviate from the Standard Terms and Conditions, Specifications, or other requirements associated with this solicitation. Offeror must list or reference all such deviations on this form and provide complete and detailed information regarding the deviations below. Region 16 ESC will consider any deviations in its contract award decision and reserves the right to accept or reject a bid based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above. Offeror asserts that it will fully comply with the Standard Terms and Conditions, Specifications, and all other requirements associated with this solicitation if award a contract.

List and fully explain any deviations offeror is submitting: •

-
-
-

“EDGAR” VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting Proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which **may** be applicable to specific TexBuy member purchases using federal grant funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal grant funds. Members may also require Vendors to enter into ancillary agreements, in addition to TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, the Offeror should certify the Vendor's agreement and ability to comply, where applicable, by having the Authorized Company Official check and initial the applicable boxes and sign the acknowledgement at the end of the "EDGAR Vendor Certification" section. **If you fail to complete any portion of the following section, TexBuy will consider the Vendor's response as "NO", the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a TexBuy member to purchase from the Vendor using federal funds.***

ITEM 1 - VENDOR VIOLATION OR BREACH OF CONTRACT TERMS: APPENDIX II TO 2 CFR PART 200

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations

Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal

remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the TexBuy "Terms of Contract". Any Contract award will be subject to such TexBuy "Terms of Contract", as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the member, which must be consistent with and protect the member at least to the same extent as the TexBuy "Terms of Contract".

The remedies under the Contract are in addition to any other remedies that may be available under law or inequity.

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By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification - Item 1

. YES, I agree to the above. (Initial: .)

. NO, I do NOT agree to the above. (Initial,)

ITEM 2 - TERMINATION FOR CAUSE OR CONVENIENCE:

For any TexBuy member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The TexBuy member may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this paragraph, the member shall only be required to pay the vendor for goods or services delivered to the TexBuy member prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the TexBuy member has paid the Vendor for goods and services not yet provided as of the date of termination the vendor shall immediately refund such payment(s).

If an alternate provision for termination of a TexBuy member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the member's purchase order or ancillary agreement agreed to by the Vendor, the TexBuy member's provision shall control.

Vendor Certification - Item 2

. YES, I agree to the above. (Initial: .)

. NO, I do NOT agree to the above. (Initial,)

ITEM 3 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of

mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification - Item 3

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. YES, I agree to the above. (Initial: .)

. NO, I do NOT agree to the above. (Initial,)

ITEM 4 - RIGHT TO INVENTIONS MADE UNDER A CONTRACT OF AGREEMENT:

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

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification - Item 4

. YES, I agree to the above. (Initial: .)

. NO, I do NOT agree to the above. (Initial,)

ITEM 5 - CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification - Item 5

. YES, I agree to the above. (Initial: .)

. NO, I do NOT agree to the above. (Initial,)

ITEM 6 - DEBARMENT AND SUSPENSION:

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Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify TexBuy and all TexBuy members with pending purchases or seeking to purchase from Vendor if the Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification - Item 6

- . YES, I agree to the above. (Initial: .)
- . NO, I do NOT agree to the above. (Initial,)

ITEM 7 - BYRD ANTI-LOBBYING AMENDMENT:

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

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification - Item 7

- . YES, I agree to the above. (Initial: .)
- . NO, I do NOT agree to the above. (Initial,)

ITEM 8 - RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID WITH FEDERAL FUNDS:

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When federal funds are expended by TexBuy Members for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in CFR § 200.33. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.33 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor Certification - Item 8

- . **YES, I agree to the above. (Initial: .)**
- . **NO, I do NOT agree to the above. (Initial .)**

ITEM 9 - PROCUREMENT OF RECOVERED MATERIALS:

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

Vendor Certification - Item 9

- . **YES, I agree to the above. (Initial: .)**
- . **NO, I do NOT agree to the above. (Initial,)**

ITEM 10 - DOMESTIC PREFERENCES FOR PROCUREMENT:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as

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aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber and lumber.

Pursuant to Federal Rule 10 above, when federal funds are expended by a TexBuy member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Vendor Certification - Item 10

- . **YES, I agree to the above. (Initial: .)**
- . **NO, I do NOT agree to the above. (Initial,)**

ITEM 11 - BAN ON FOREIGN TELECOMMUNICATIONS:

Federal grant funds may not be used to purchase equipment services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua technology Company (or any subsidiary or affiliate of such entities.)

Pursuant to Federal Rule 11 above, when federal funds are expended by a TexBuy member, vendor certifies by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR § 200.216, equipment or services as a substantial or essential component of any stem, or as critical technology as part of any system.

Vendor Certification - Item 11

- . **YES, I agree to the abve. (Initial: .)**
- . **NO, I do NOT agree to the above. (Initial,)**

ITEM 12 - PROFIT AS A SEPARATE ELEMENT OF PRICE:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a TexBuy member may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323.

- (a) The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

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- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

When required by a TexBuy member, the Vendor agrees to provide information and negotiate with the TexBuy member regarding profit as a separate element of the price for the particular purchase. However, the Vendor agrees that the total price, including profit, charged by Vendor the TexBuy member shall not exceed the awarded pricing, including any applicable discount, under the Vendor's Contract with TexBuy Purchasing Cooperative.

Vendor Certification - Item 12

- . **YES, I agree to the above. (Initial: .)**
- . **NO, I do NOT agree to the above. (Initial,)**

ITEM 13 - GENERAL COMPLIANCE AND COOPERATION WITH COOPERATIVE MEMBERS

In addition to the foregoing specific requirements, the Vendor agrees, in accepting any Purchase Order from a TexBuy member, it shall make a good faith effort to work with the TexBuy member to provide such information and to satisfy such requirements as may apply to a particular TexBuy member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor agrees that the member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Vendor Certification - Item 13

- . **YES, I agree to the above. (Initial: .)**
- . **NO, I do NOT agree to the above. (Initial,)**

ITEM 14 - NON-COLLUSION STATEMENT

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The Vendor certifies under penalty of perjury that your response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Vendor Certification - Item 14

. **YES, I agree to the above. (Initial: .)**

. **NO, I do NOT agree to the above. (Initial,)**

ITEM 15 - DAVIS-BACON ACT

[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project.]

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 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 award agency.

Vendor Certification - Item 15

Pursuant to the Federal Rule above, when federal funds are expended by TexBuy members, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

. **YES, I agree to the above. (Initial: .)**

. **NO, I do NOT agree to the above. (Initial,)**

ITEM 16 - BUY AMERICA PROVISIONS

The buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically unless an authorized exception exists and has been approved by the District.

Vendor Certification - Item 16

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

. **YES, I agree to the above. (Initial: .)**

. **NO, I do NOT agree to the above. (Initial,)**

ITEM 17 - 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 by TexBuy members or any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Vendor Certification - Item 17

Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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. YES, I agree to the above. (Initial: .)

. NO, I do NOT agree to the above. (Initial,)

.

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Company Name .

.

Signature of Authorized Company Official

Printed Name

ANTITRUST CERTIFICATION STATEMENT – Texas Government Code 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on the behalf of the company, corporation, firm, partnership, or individual (Company) listed below.
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

Company Name: .

Signature of Authorized Company Official: .

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Printed Name: .

Date: .

Company Official's Title .

Chapter 2271 VERIFICATION

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

STATEMENT: "I verify that the company named below, does not boycott Israel during the term of the above referenced contract."

Definition: "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes.

Company Name: .

Address: .

City, State, Zip: .

Bidder Signature: .

Date: .

Printed Name: .

Title: .

Signature of Authorized Company Official: .

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Printed Name: .

Date: .

Company Official's Title .

**CRIMINAL HISTORY AND BACKGROUND CHECKS: CONTRACTOR CERTIFICATION:
CONTRACTOR EMPLOYEES (AS APPLICABLE)**

Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to TexBuy/Region 16 ESC that they have complied and must obtain similar certifications from their subcontractors. Contractors with access to the DPS FACT Clearinghouse under the National Child protection ACT (NCPA) or state criminal history information for employees hired before January 1, 2008, must certify to TexBuy/Region 16 ESC that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. TexBuy will be the final arbiter of what constitutes continuing duties and direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by TexBuy; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to Texbuy Purchasing Cooperative that: (check one)

• None of Contractor 's employees are *covered employees*, as defined above. If checked here , I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

• Some or all of Contractor 's employees are *covered employees*. If this checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify TexBuy in writing within 3 business days.

**CRIMINAL HISTORY AND BACKGROUND CHECKS: CONTRACTOR CERTIFICATION:
CONTRACTOR EMPLOYEES (AS APPLICABLE)**

1. Upon request, Contractor will provide TexBuy with the name and any other requested information of covered employees so that TexBuy may obtain criminal history record information on the covered employees.

If TexBuy/Region 16 ESC or the TexBuy member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at TexBuy/Region 16 ESC/TexBuy members.

I also certify to TexBuy/Region 16 ESC on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature of Authorized Company Official: _____

Printed Name: _____

Date: _____

CHAPTER 2274 (VERIFICATION)

DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to TexBuy/Region 16 ESC that the Company:

1. Does not Discriminate Against the Firearm and Ammunition Industries, and:
2. Will not Discriminate Against the Firearm and Ammunition Industries during the term of the contract (if any) between the above-named Company, business or individual with TexBuy/Region 16 Education Service Center.

This statement will also be included in any contract that may results from this procurement.

Pursuant to Texas Government Code Sections 2274.001:

1. *“Discriminate against a firearm entity or firearm trade association” means, with respect to the entity or association, to:*
 - a. *Refuse to engage in the trade of any goods or services.*
 - b. *Refrain from continuing an existing business relationship.*
 - c. *Terminate an existing business relationship, or*
 - d. *Otherwise express a prejudice against the entity or association.*
2. *Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and*

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3. *Will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.*

4. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS TEXBUY/REGION 16 ESC, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON TEXBUY/REGION 16 ESC’S RELIANCE ON THIS VERIFICATION.

CHAPTER 2274 (VERIFICATION)

DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Exempt due to (select applicable condition): Sole Proprietorship 10 or fewer employees

Signature of Company Representative: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business Region 16 ESC

<p>Chapter 2274 (VERIFICATION) DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES REVISED SEPTEMBER 2021</p>

CHAPTER 809 (VERIFICATION)

DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by Adding Chapter 2274 (TX SB 13)/2021-2022/87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to TexBuy/Region 16 ESC that the Company:

1. Does not boycott energy companies, and:
2. Will not boycott energy companies during the term of the contract (if any) between the above-named Company, business or individual with TexBuy/Region 16 Education Service Center.

This statement will also be included in any contract that may results from this procurement.

Pursuant to Texas Government Code Section 1.A.8.809 and Section 2.F.10.2274:

1. *“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:*
 - a. *Invests in or assists in the exploration, production, utilization, transportation, sale, or Manufacturing of fossil fuel-based energy; or*
 - b. *Does business with a company described in Paragraph (a).*
2. *“Listed company” means a company listed by the comptroller under Section 809.051.*
3. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,*

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majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS TEXBUY/REGION 16 ESC, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON TEXBUY/REGION 16 ESC'S RELIANCE ON THIS VERIFICATION.

Exempt due to (select applicable condition): Sole Proprietorship 10 or fewer employees

Signature of Company Representative: .

Printed Name: .

Title: .

CHAPTER 809 (VERIFICATION)

DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by Adding Chapter 2274 (TX SB 13)/2021-2022/87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to TexBuy/Region 16 ESC that the Company:

3. Does not boycott energy companies, and:
4. Will not boycott energy companies during the term of the contract (if any) between the above-named Company, business or individual with TexBuy/Region 16 Education Service Center.

This statement will also be included in any contract that may results from this procurement.

Pursuant to Texas Government Code Section 1.A.8.809 and Section 2.F.10.2274:

4. *“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:*
 - c. *Invests in or assists in the exploration, production, utilization, transportation, sale, or Manufacturing of fossil fuel-based energy; or*
 - d. *Does business with a company described in Paragraph (a).*
5. *“Listed company” means a company listed by the comptroller under Section 809.051.*
6. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

Region 16 ESC RFP Failover Internet connection for schools

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS TEXBUY/REGION 16 ESC, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON TEXBUY/REGION 16 ESC'S RELIANCE ON THIS VERIFICATION.

Exempt due to (select applicable condition): Sole Proprietorship 10 or fewer employees

Signature of Company Representative: .

Printed Name: .

Title: .

CHAPTER 809 (VERIFICATION)

DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

Company Name: .

Address: .

City, State, Zip: .

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business Region 16 ESC

Chapter 809 (VERIFICATION) DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

REVISED SEPTEMBER 2021

SB 252 CERTIFICATION

The 2017 Texas Legislature enacted Senate Bill 252 (codified in chapter 2252 of the Texas Government Code) relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization.

Definitions:

“Foreign Terrorist Organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

“Governmental Contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or public works project or for purchase of supplies, materials or equipment. This term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code.

STATEMENT: I hereby certify that _____ (Company/business name) is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify TexBuy Purchasing Cooperative.

Company Name: _____

Signature of Company Representative: _____

Printed Name: _____

Title: _____

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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 <hr/> 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 is being disclosed. <div style="text-align: center;"> <hr style="width: 30%; margin: 0 auto;"/> Name of Officer </div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</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 or a family member of the officer 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> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has 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 member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period 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.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if 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, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator 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:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.