



EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd

Richardson, TX 75081

Telephone: (972) 348-1110

Please respond to the following not later than 2 pm CT, May 12, 2020.

PROPOSAL RESPONSE to be marked RFP# 2020-07

Proposal For: Education
Software and Related Products
and Services

Education Service Center, Region 10 (ESC-10) is seeking proposals for the procurement of digital products and solutions related to K-12 Educational Technology (EdTech). Responses will be accepted by Education Service Center, Region 10 until **2 pm CT, May 12, 2020**. All times are Central Time.

Vendors should provide competitive pricing and must guarantee that no lower pricing is available to any Texas district. In general, Coop members will reference this RFP when purchasing from the vendor. ESC-10 will not charge a fee to LEAs for participation in the purchasing coop, but will charge an administrative fee to vendors to cover administrative costs. Pricing will be valid for one full year from contract effective date, and may be renewed by mutual agreement between ESC-10 and the vendor for up to four additional terms.

Awarded vendor will make its products and services available to ESC-10 in accordance with the contract negotiated as a result of this procurement and make its pricing available to K-12 school districts and LEAs in the state of Texas through the ESC-10's Ed Tech Purchasing Cooperative.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to established deadline in the Region 10 ESC Bonfire portal listed in the box below.

Mr. Clint Pechacek Purchasing Consultant Education Service Center, Region 10 400 E Spring Valley Rd Richardson, TX 75081	RFP #2020-07 Education Software and Related Products and Services Response Deadline 2 pm CT May 12, 2020
https://region10.bonfirehub.com/portal/?tab=openOpportunities	

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. **PRICE, QUALITY, AND SUITABILITY:** It is not the policy of ESC-10 to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on **Deviation Statement & Signature Page** and **will be considered**.

Invited vendors who do not respond are requested to submit a "no response on information request" to ESC-10 by email to bids@region10.org if they wish to receive future requests. Failure to do so may result in their being deleted from our vendor list. Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

The ESC-10 Board of Directors may approve awarding of this proposal to one or more vendors at the June 17, 2020 meeting.

Calendar of Dates:

Monday, April 13
Monday, April 13
Monday, April 20
Thursday, April 30
Tuesday, May 12, 2:00 PM
Wednesday, June 17
Wednesday, July 1

First Newspaper Ad
RFP Released
Second Newspaper Ad
Deadline for submitting questions
Deadline for Vendor Response
Award by Region 10 Board
Contract Effective

1.0 SCOPE OF SERVICES

Awards resulting from this RFP will be effective for an initial term of one year and will renew automatically for four additional one-year renewal periods (listed below), unless written notice of intent to discontinue is provided by ESC-10 or the awarded vendor(s) at least 30 days prior to the end of the then current award period. Vendor pricing may be adjusted by mutual agreement of ESC-10 and the vendor at renewal periods. Intent to adjust pricing must be provided to ESC-10 by the vendor no later than 90 days prior to the end of the then current award period.

First Term	-	July 1, 2020 through June 30, 2021
First Renewal Period	-	July 1, 2021 through June 31, 2022
Second Renewal Period	-	July 1, 2022 through June 31, 2023
Third Renewal Period	-	July 1, 2023 through June 31, 2024
Fourth Renewal Period	-	July 1, 2024 through June 31, 2025

2.0 SPECIAL CONDITIONS

- A. Vendor(s) shall safeguard all information and data provided by ESC-10. Further, vendor(s) shall not sell or make available data or mailing lists compiled from data received from ESC-10 without the express written approval of ESC-10, through the Buyer, with appropriate remuneration to ESC-10.
- B. ESC-10 will consider alternates, but reserves the right to be the sole judge to determine which responses offer the best value in meeting the needs of ESC-10.
- C. Services will be purchased as needs arise and funding allows.
- D. ESC-10 shall be sole interpreter of the terms, conditions, specifications and performance requirements contained herein.
- E. The transfer or assignment of contracts is prohibited without written approval from Region 10 ESC.
- F. All delivery charges are to be included in respondent prices.
- G. COMPLIANCE WITH LAW: The respondent will be responsible for compliance with all applicable local, state, and federal laws.
- H. Specifications as written meet ESC-10's minimum standards as to the usage, materials, and contents for our needs and requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. ESC-10 will be the sole judge of specification equivalency.
- I. Vendor must provide an intellectual property agreement protecting both parties.

3.0 GENERAL TERMS

- A. All contracts and agreements between vendors and ESC-10 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.
- B. Responders are advised that ESC-10 contracts are subject to all legal requirements

provided for in Texas Education Code, Chapter 44, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

- C. If product and/or service provided is not satisfactory to ESC-10, agreement can be terminated at any time upon a 30-day written notice.
- D. ESC-10 reserves the right to all warranties, express and implied.
- E. All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.
- F. Patented or copyright protected items: Vendor agrees to protect ESC-10 from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
- G. It is understood and agreed that ESC-10 reserves the right to make minor modifications to conditions of this request for information due to unforeseen circumstances.
- H. **RESPONSES MUST BE MADE ON THE ENCLOSED SHEETS** (or as attachments to respond to Specifications).

4.0 CONTACT

All questions should be submitted in the Bonfire portal below by 5 pm CT on April 30, 2020.
<https://region10.bonfirehub.com/portal/?tab=openOpportunities>

5.0 REFERENCES

Each vendor must submit a list of references for whom vendor has provided like products/services. Educational and governmental agencies are preferred. This list may be labeled "PROPRIETARY" and if so labelled may not subject to public view. Failure to provide references may cause proposal to be considered non-responsive.

Company: _____
Address: _____
City/St: _____

Contact Person: _____
Phone number: _____

Company: _____
Address: _____
City/St: _____

Contact Person: _____
Phone number: _____

Company: _____
Address: _____
City/St: _____

Contact Person: _____
Phone number: _____

6.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS

ESC-10 reserves the right to accept or reject any or all responses, to waive any technicality or irregularity in response submitted, and to accept or reject any part of a response as deemed to be in the best interest of ESC-10. Responses may be withdrawn at any time prior to the final due date. Upon approval of ESC-10, responses may be withdrawn for obvious miscalculations or industry-wide conditions.

Responses received after the final due date/time will be declared late and will be considered ineligible for consideration. ESC-10 is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries will be held unopened. Respondents will be advised by mail that the proposal was late and not accepted and will be allowed to pick up the proposal package or have the package picked up by a courier.

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

ESC-10 is willing to assist any Respondent in the interpretation of request provisions or explanation of how request forms are to be completed. If any person contemplating submitting a response to this request is in doubt as to the true meaning of the specifications, or other documents or any part thereof, he/she may submit a written request for clarification through the Region 10 ESC Bonfire portal at <https://region10.bonfirehub.com/portal/?tab=openOpportunities> by 5 pm DT on Thursday, April 30, 2020.

Any interpretation of the request for information, if made, will be made only by Addendum duly issued to each person receiving a Request for Information. ESC-10 will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this request must be filed in writing with the Chief Financial Officer.

8.0 EVALUATION and AWARD OF CONTRACT

- A. Response evaluation shall be based on the factors listed in sub-section E of this section.
- B. After responses are opened, ESC-10 will check each response for the presence or absence of required information in conformance with the submittal requirements of this response. These submittal requirements are obligatory. If the response fails to meet any requirements to the request for information specifications, such failures will be noted and documented in a formal deficiency report by the purchasing staff. ESC-10 will evaluate each response to assure consistency among the various sections within the request for information. Any items that are inconsistent or appear contradictory will be evaluated to determine if they should be classified as material deviations.
- C. ESC-10 reserves the right to award the proposal to one vendor or multiple vendors.

- D. ESC-10 will perform a price/value analysis to ensure that districts are receiving value for purchasing this product or service.

E. Evaluation Criteria: Percentage Weight:

Product alignment with ESC-10 mission/needs	15 %
Quality of product	15 %
Vendor Reputation	10 %
Past relationship with ESC-10	5 %
Proposed partnership structure with Region 10 ESC	15 %
Price/Value Analysis	35 %
Total long-term cost	5 %
Vendor ability to comply with HUB rules - Not Applicable to this proposal	

9.0 SPECIFICATIONS

The mission of ESC-10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. In alignment with the mission, the EdTech Purchasing Cooperative was formed to provide best pricing to member districts for solutions designed to facilitate learning. The scope of the EdTech Purchasing Cooperative is limited to online or computer-based products/solutions that enhance school operations, design and delivery of instruction, assessment/feedback, and/or data utilization. Proposals meeting the following criteria will be considered:

1. Product alignment with ESC-10 mission/needs - the proposal must clearly describe how the product/solution assists districts and/or educators address the needs of learners.
2. Quality of product - the proposal must clearly describe how the product/solution is evaluated in terms of:
 - a. Functionality - how well and under what conditions does the product/solution work?
 - b. Ease of Use - what technical support and how much training is needed for end users to fully utilize the product/solution?
 - c. Outcomes - how is the intended impact measured? What are the results?
 - d. Differentiation - what makes this product/solution unique or what distinguishes it in comparison to similar products/solutions?
3. Best Price - the proposal must clearly describe how the product/solution pricing will be the lowest price available to member districts throughout the term of the contract, whether through exclusivity, "most favored nation" status, price match guarantee, or any other method proposed by the vendor.
4. Administrative fee - the proposal must clearly describe the partnership structure the vendor wishes to establish with Region 10 ESC, which will determine the administrative fee to be remitted to Region 10 ESC. Administrative fees must be factored into pricing offered and are

not to be listed as separate from the contract price. Different levels of partnership available to vendors are as follows:

- a. Cooperative Contract: a contract resulting from this RFP will be available to public agencies to “piggyback” on to satisfy their own bid requirements. Region 10 will put the contract on the EdTech website and administer the contract, however marketing efforts will be limited. Administrative fee is 1%. Customers will pay vendor directly, the vendor will report sales to Region 10 and remit the administrative fee to Region 10 on a quarterly basis.
- b. Marketing Contract: in addition to a “piggybackable” contract, Region 10 will agree to actively market the vendor to Region 10 Local Education Agencies (LEAs). Administrative fee will start at 5% and may be more depending on the level of involvement vendor is requesting of Region 10.
- c. Reseller/Licensing Contract: in addition to a “piggybackable” contract, Region 10 will agree to act as a licensing reseller for the software. Administrative fee will start at 15% and may be more depending on the level of involvement vendor is requesting of Region 10. Customers will pay Region 10 directly; Region 10 will keep the agreed-upon administrative fee and remit the remainder of the sale to the vendor.
- d. Training and Support Contract: in addition to acting as a marketing partner and reseller, Region 10 will give active training and/or customer support to customers buying through Region 10. Vendor should detail the training necessary for Region 10 staff to perform this function. Administrative fee can range from 20%-35% depending on the level of involvement vendor is requesting from Region 10.
- e. Further support including development, data hosting and sharing, and other services may be negotiated between Region 10 and the vendor based on the vendors RFP response.

Vendors must indicate what level of partnership they wish to enter with Region 10 in their response. While the level of partnership proposed will be taken into account by the evaluation committee, scoring for this subsection will primarily be based on the vendor’s contract implementation plan for whichever level of partnership they propose.

10.0 ACKNOWLEDGEMENT OF ADDENDA:

The offeror acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

Addendum No.			
Date			

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum, delivered to all parties, which ESC-10 shows as having received a copy of the solicitation.

11.0 PROPOSAL

1. Describe your EdTech Product/Solution and explain how it is used in schools, and how its use in schools falls within the scope of this request.
2. Describe how the product/solution is aligned to the ESC- 10 Mission.
3. Describe how the quality of the product/solution is measured, including the following criteria:
 - i. Functionality
 - ii. Ease of Use
 - iii. Outcomes
 - iv. Differentiation
4. Describe your pricing structure:
 - a. Describe your standard pricing.
 - b. Describe the pricing proposed for this agreement.
 - c. Describe how you will guarantee that no better pricing will be available to Texas districts during the time that this agreement is in place.
 - d. Describe how updates/upgrades will be handled under this agreement.
 - e. Describe any additional fees related to implementation, hosting, data storage, training, support, etc.
5. Describe how existing customers will be transitioned to the new pricing structure under this agreement.
6. Describe the partnership level with Region 10 your company is proposing. Include proposed administrative fee and any necessary information such as training requirements, proposed marketing strategies, etc.
7. Describe any limits and/or costs for usage by ESC staff.
8. Region 10 routinely provides services to districts located beyond Texas Education Agency's defined ESC-10 service area. Describe any geographic limitations to this agreement (i.e. Region 10 service area, North Texas, Texas, No Geographic Limitations).

12.0 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "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.

13.0 Terrorist State Certification

In accordance with Texas Government Code, Chapter 2252, Subchapter F, ESC-10 is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to ESC-10 that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the ESC-10 to believe that the respondent was a listed company at the time of this procurement.

14.0 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**".
☐ I certify that my company qualifies as a "**nonresident Bidder**".

If you qualify as a "**nonresident Bidder**," you must furnish the following information:

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

<hr/>		
<hr/>	<hr/>	<hr/>
City	State	Zip Code
<hr/>		
<hr/>		<hr/>
Company Name		Address

15.0 UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?

☐ Yes

☐ No

If yes, when: _____

VENDOR PROFILE

Minority/Women Business Enterprise (Required by some participating governmental entities) or HUB
Vendor certifies that his/her firm is a M/WBE [Yes] [No]

If yes, circle above certification that applies and list any others: _____
(Enclose copy of certification)

16.0 SIGNATURE PAGE, DEVIATION or COMPLIANCE NOTATION & FELONY NOTIFICATION

DEVIATIONS: In the event the undersigned Respondent intends to **deviate** from the general terms and conditions or specifications contrary to those listed in the "Terms and Conditions", "Specifications" and other information attached hereto, all such deviations must be **listed on this page**, with complete and detailed conditions and information also being attached (attach additional pages as necessary). **Vendors must list all specifications for item(s) bid that differ from any specifications/brands listed in proposal.** ESC-10 will be the sole judge to determine if deviations are acceptable in meeting the needs of ESC-10.

NO DEVIATIONS: In the absence of any deviation entry on this form, the Bidder assures ESC-10 of their **full compliance** with the Terms and Conditions, Specifications, and information contained in this proposal.

**ALL bidders MUST COMPLETE this page (check appropriate box)
SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.**

Our response is submitted according to (check appropriate box):

☐ Deviations listed

☐ See Attached letter for Deviations

☐ No Deviations

Having carefully examined the Request for Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

FELONY NOTIFICATION

Also, pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is _____ /is not _____ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly-held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.

=====

NOTE - Use this form. If necessary to go

Term Discount: _____ Date: _____

into details, attach a letter.

COMPANY
NAME _____

Exclude Federal and State Taxes.

SIGNATURE _____

The right is reserved to accept or reject company) quotation on each item separately or as a whole.

(Must be able to sign contracts to obligate

TYPED

NAME _____

Proposals received after the time and date specified

TITLE _____

will not be accepted.

ADDRESS _____

Email Address: _____

PHONE (____) _____

FAX (____) _____

17.0

NOTICE OF NO RESPONSE
TO REQUEST

Please complete this form and return by fax:
Attn: Sue Hayes (972) 348-1110

(Check below)

- ☐ 1. We have decided not to submit a response for the reason(s) listed below, but wish to remain on the Bidder's list for other items.
- ☐ 2. The product/service we represent should be listed in another category. (Specify)

- ☐ 3. We wish to be removed from the Bidders list for the reason(s) listed below:

EXPLANATION FOR "NO" BID ON PROPOSAL:

Company: _____ Phone: _____

Address: _____ Fax: _____

Email Address: _____ Website _____
Address: _____

Signature of Bidder's Representative:

Typed/Printed Named:

Title: _____ Date: _____

Thank you for your assistance.

Vendors who respond to this proposal with a formal proposal or this form will remain on our mailing list.
Vendors making no response at all are subject to removal from our Bidders list

18.0 Educational Purchasing Cooperative of North Texas (EPCNT) Price Sharing

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

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

_____NO _____YES

If vendor checks yes, the following will apply:

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

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

Signature_____

Printed Name_____

Company Name_____Date_____

19.0 REGION 10 ESC PROPOSER/VENDOR CERTIFICATION FORMS

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 for any contract resulting from this procurement process.

The Region 10 ESC is the subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (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, Region 10 ESC 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 subgrantee 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, Region 10 ESC 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 also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Region 10 ESC believes, in its sole discretion that it is in the best interest of Region 10 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by Region 10 ESC as of the termination date if the contract is terminated for convenience of Region 10 ESC. Any award under this procurement process is not exclusive and Region 10 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of Region 10 ESC.

Does vendor agree to abide by the above? YES _____

Initials of Authorized Representative of Vendor

- (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 by Region 10 ESC 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. 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, during the term of an award for all contracts and subgrants 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, the vendor certifies that during the term of an award for all contracts by Region 10 ESC 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 subrecipient 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 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC 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 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 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, the vendor certifies that during the term of an award for all contracts by Region 10 ESC 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, the vendor certifies that during the term of an award for all contracts by Region 10 ESC 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)—Contractors 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 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, the vendor certifies that during the term and after the awarded term of an award for all contracts by Region 10 ESC 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.

(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 subrecipients shall certify and disclose accordingly.

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 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 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.

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 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub.L.94-163, 89 Stat.871).

Does vendor agree? YES _____

Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH PROFIT AS A SEPARATE ELEMENT OF PRICE

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

Does vendor agree? YES _____

Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES _____

Initials of Authorized Representative of Vendor