



AT&T Response to Region 4 Education Service Center's RFP #21-08 for Internet Service Provider for TEA Connect Texas Program





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May 18, 2021

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Dear Region 4 ESC:

AT&T understands Region 4 Education Service Center's objectives and the priorities as set forth in RFP 21-08 for Internet Service Provider for TEA Connect Texas Program. We've designed an integrated, cost-effective solution to meet Region 4 Education Service Center's key requirements.

Our proposed solution offers:

- Comprehensive account team support, customer service, and account management
- Outstanding network reliability and performance
- Streamlined implementation and network management via a single vendor
- Improved operational efficiencies with a cost-effective, reliable network solution

With our innovation, experience, and dedication, we're well-positioned to execute and deliver on the vision of the TEA Connect Texas Program. We'll collaborate extensively with you to make sure the service we provide helps you achieve your business objectives. In addition, we'll back our services with the ongoing support of an experienced account team.

We're eager to develop our relationship with you, and we look forward to working together on this important project. I'll follow up with you soon to discuss our proposed solution.

Sincerely,

A handwritten signature in blue ink that reads "Michael Collins".

Michael Collins
Client Solutions Executive 4



Connecting Your World

AT&T Response to Region 4 Education Service Center's RFP #21-08 for Internet Service Provider for TEA Connect Texas Program

May 18, 2021

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Notwithstanding anything contained in the Region 4 Education Service Center (“ESC”)’s RFP for Internet Service Provider for TEA Connect Texas Program (the “RFP”) to the contrary, AT&T Corp., on behalf of itself and its service-providing affiliates (“AT&T”), hereby submits this RFP response (the “Response”) subject to the provisions hereof, as responded to by AT&T, and the terms and conditions contained in this RFP, as responded to by AT&T and any mutually-agreed to associated transaction-specific documents to be entered into between the parties (collectively, the “Proposed Contract Documents”).¹

It is AT&T’s goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T work with the Region 4 Education Service Center (“ESC”) we are confident this will be another successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 (“ARRA”), AT&T and the Region 4 Education Service Center (“ESC”) will need to reach mutual agreement on AT&T’s participation.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of one hundred and twenty (120) days from the date written on the proposal cover page unless rescinded or extended in writing by **AT&T Corp.**

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and is subject to the proposed terms and conditions of AT&T Corp.’s unless otherwise stated herein. Any changes or variations in **AT&T Corp.’s** proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **AT&T’s Corp.**, an AT&T company, is the proposer for this opportunity.

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¹ Please note that ESC maintains with AT&T a pre-existing Master Agreement, AT&T MA Reference No. 20150415-4309UA, (the “Master Agreement”), mutually agreed upon on April 16, 2015. To the extent that ESC would prefer that the services be provided pursuant to the Master Agreement along and applicable Pricing Schedule(s) in place of the Proposed Contract Documents, AT&T is also open to this alternative as a basis for contracting. Please advise AT&T together with any award to the extent that ESC selects this alternative to the Proposed Contract Documents.



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Executive Summary

In the past several years, education has changed. As students become increasingly tech-savvy, you look for new ways to engage and educate your students. Adding or enhancing classroom technology can help create a learning environment that's more relevant to students today.

To meet the objectives of the TEA Connect Texas Program, Region 4 must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you build a network platform to support the following objectives:

- Improve performance
- Enhance the services that you provide
- Improve your operational efficiency



AT&T Solution for Region 4 ESC

We've carefully reviewed Region 4 ESC's organization and technology goals and designed a flexible, cost-effective solution that allows you to streamline your operations. Our solution for Region 4 is a good value and a smart investment because it not only meets your current needs, but it can easily scale to meet future demands.

AT&T High Speed Internet—Enterprise is a broadband internet access service that uses copper and/or fiber facilities. High Speed Internet—Enterprise provides 24/7 internet access at speeds fast enough—up to 1 Gbps.

The solution includes these key features:

- **Broadband Speeds**—range from 768 Kbps to 1 Gbps downstream and up to 1 Gbps upstream (depending on location) at a fraction of the cost of Private Line or Ethernet internet access. These high speeds can support multiple users that need simultaneous internet access.
- **Mobility Education Offer**- In the event that the timeline to implement wired services across the State to the targeted Connect Texas population has an extended completion period, regardless of selected broadband provider, AT&T can deliver wireless services for an affordable solution to connect students while the wired services are in process of implementation.



- **Enterprise Support**—is available 24/7 at 1-877-XDSL-ATT regardless of service location. In addition, for high-volume orders, we provide provisioning implementation managers (PIMs) to help ensure the smooth provisioning of your services. Also, professional installation is available, so you can get the level of support that you need.
- **Customer Premises Equipment (CPE)**—offers Ethernet and Wi-Fi connectivity. AT&T provides the CPE with the service. So, you get the convenience of AT&T-configured equipment that's compatible with your service.
- **Consolidated Billing**—provides a single consolidated invoice for all your service locations. You can conveniently customize the account structure.

Advantages of AT&T

A relationship with AT&T includes the advantaged described below:

- **Broadband Speeds**—for this technology range from 768 Kbps to 1 Gbps downstream and up to 1 Gbps upstream (depending on location) at a fraction of the cost of Private Line or Ethernet internet access. These high speeds can support multiple users that need simultaneous internet access. AT&T's proposed offer will align with the requirements of TEA's Connect Texas Program.
- **Reliability and Performance**—AT&T invests significantly to upgrade our network for reliability, speed, performance, and disaster readiness so that we can enable tomorrow's capabilities. To help ensure that our network can support our services and provide an optimal experience, we collect billions of measurements across our network every hour. We analyze this data in real time and adjust the network to improve performance.
- **Customer Support**—Building strong customer relationships is one of our core values. We want Region 4 to have an effortless experience with AT&T. That's why we offer you convenient ways to contact us for support, including online and application-based support tools and teams of sales, customer care, and technical support specialists to help you.



- Reliability and Performance**—AT&T invests significantly to upgrade our network for reliability, speed, performance, and disaster readiness so that we can enable tomorrow’s capabilities. To help ensure that our network can support our services and provide an optimal experience, we collect billions of measurements across our network every hour. We analyze this data in real time and adjust the network to improve performance.
- Global Business Communications Experience**—AT&T helps businesses worldwide. Almost three million organizations, from the largest global companies—including nearly all of the Fortune 1000—to small businesses, turn to AT&T. Our customers represent all the major sectors, including financial, manufacturing, education, healthcare, retail, and government.

Education Investments

AT&T has committed to invest \$2 billion over the next 3 years to help address the digital divide. This renewed commitment to the communities we serve combines AT&T’s low-cost broadband service offerings with community investment. And it builds on the company’s contribution of \$1 billion over the last 3 years. Since 2008, AT&T has invested more than \$600 million in the Aspire initiative to drive student success. In addition, our employees have spent millions of hours mentoring hundreds of thousands of students. Through these and other endeavors, we continue to commit our resources to students and the educators who teach them.

Please see Tab 5 – Value Add for information about AT&T’s Education solutions.

Personalized Support when You Need It

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You’ll receive ongoing, coordinated support from your account team for all of your AT&T services.

You’ve seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the AT&T High Speed Internet - Enterprise solution and help you achieve your business goals.

Your AT&T Account Team

Name	Title	Phone Number	Email
Michael Collins	Client Solutions Executive IV	713-567-1234	michael.a.collins@att.com
Bradley Suggs	Client Solutions Executive IV	806-429-6104	bradley.f.suggs@att.com



Name	Title	Phone Number	Email
Neil Kennedy	Client Solutions Executive II	979-224-5624	neil.t.kennedy@att.com



Tab 1 – Draft Contract and Offer and Contract Signature Form - Appendix A

DRAFT CONTRACT

This Contract (“Contract”) is made as of _____, 2021 by and between _____ (“Contractor”) and Region 4 Education Service Center (“Region 4 ESC”) for the purchase of Internet Service Provider for TEA Connect Texas Program (“the products and services”).

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 21-08 for (“RFP”), to which Contractor provided a response (“Proposal”); and

WHEREAS, Region 4 ESC selected Contractor’s Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

AT&T Response:

AT&T proposes that we strike the above paragraph.

Please see AT&T’s Response to 4) Order of Precedence below.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) may purchase products and



services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

AT&T Response:

AT&T is offering a 3 year term with 2 optional one-year extensions exercisable solely by Customer. Any additional extensions and/or renewal options would be exercisable only via mutual written consent.

- 2) Scope: Contractor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda

AT&T Response:

AT&T takes exceptions and proposes the following Priority of Documents Section as an alternative:



Priority of Documents. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any



part of this Contract due to failure by Contractor to carry out any obligation, term, or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In



the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure.

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.



- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

AT&T Response:

14 Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. ~~Destination~~ **Shipping Point** and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

AT&T Response:

AT&T proposes the following:

Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.



17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third- party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

AT&T Response:

Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or



any person who has previously made prohibited use of AT&T's confidential information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.

AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

AT&T Clarification:

AT&T provides the following clarification: In the event AT&T is selected as the Customer's provider of choice, AT&T will work cooperatively with the Customer to reach mutually acceptable provisions for testing and confirming system compliance with mutually agreed specifications. AT&T will follow manufacturer recommended acceptance tests. On successful completion of manufacturer recommended testing, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.



AT&T Response:

AT&T takes specific exception. While any manufacturers' warranty will be passed through to Customer, AT&T notes the following disclaimer:

AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

AT&T Response:

AT&T will comply will all legal requirements for background checks, but any additional background checks required by Customer would be at Customer's expense and subject to applicable legal requirements, collective bargaining agreements and company



policies. AT&T is sensitive to and understands the Customer's concerns. AT&T works successfully with many school districts with similar requirements and if awarded the bid, AT&T agrees to work with Customer to address security concerns and issues in this regard, if any.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

AT&T Response:

AT&T takes exception and proposes the following:

Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.



AT&T Response:

AT&T takes exception and proposes the following: Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

AT&T Response:

AT&T takes exception and proposes the following:

Subject to the terms of this clause, a Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the Contract; provided that in the case of such a termination Region 4 ESC shall provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section, and no later than the date of such termination shall also pay AT&T all unamortized (in accordance with Generally Accepted Accounting Principles) non-recurring costs incurred by AT&T in connection with providing the Service.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC



name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

AT&T Response:

Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

AT&T's CLARIFICATION:

AT&T can agree to the insurance requirements as indicated by the modifications noted by AT&T.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name AT&T Corp.

Address 208 S Akard Street

City/State/Zip Dallas, Texas 75202

Telephone No 214.782.3800

Email Address jason.c.porter@att.com

Printed Name Jason C. Porter

Title President – Public Sector and FirstNet

Authorized signature *Jason Porter*

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member Date

Print Name

Region 4 ESC Authorized Board Member Date

Print Name



Terms and Conditions Acceptance Form - Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM –

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*
- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be *clearly* explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror’s proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
AT&T Response to REGION IV ESC RFP Tab 1 – Draft Contract and Offer and Contract Signature Form - Appendix A	14 Delivery	14 Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination Shipping Point and shall be included in all pricing offered unless otherwise clearly stated in writing.	



<p>Appendix A</p>	<p>WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.</p>	<p>WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.</p> <p>AT&T takes exceptions and proposes the following Priority of Documents Section as an alternative: Priority of Documents. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms</p>	
	<p>4 Order of Precedence</p>	<p>AT&T takes exceptions and proposes the following Priority of Documents Section as an alternative: Priority of Documents. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms</p>	
	<p>16 Payments</p>	<p>AT&T proposes the following: Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments."</p>	
	<p>18 Audit Rights</p>	<p>Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own</p>	



		<p>expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's confidential information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.</p> <p>AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.</p>	
	<p>19 Discontinued Products</p>	<p>AT&T provides the following clarification: In the event AT&T is selected as the Customer's provider of choice, AT&T will work cooperatively with the Customer to reach mutually acceptable provisions for testing and confirming system compliance with mutually agreed specifications. AT&T will follow manufacturer recommended acceptance tests. On successful completion of manufacturer recommended testing, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.</p>	
	<p>22 Warranty Conditions</p>	<p>AT&T takes specific exception. While any manufacturers' warranty will be passed through to Customer, AT&T notes the following disclaimer:</p> <p>AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS</p>	



		<p>WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.</p>	
	25 Registered Sex Offender	<p>AT&T will comply will all legal requirements for background checks, but any additional background checks required by Customer would be at Customer's expense and subject to applicable legal requirements, collective bargaining agreements and company policies. AT&T is sensitive to and understands the Customer's concerns. AT&T works successfully with many school districts with similar requirements and if awarded the bid, AT&T agrees to work with Customer to address security concerns and issues in this regard, if any.</p>	
	26 Safety measures	<p>AT&T takes exception and proposes the following: Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.</p>	
	28 Stored Materials	<p>AT&T takes exception and proposes the following: Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal</p>	



		or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.	
	29 Funding Out Clause	AT&T takes exception and proposes the following: Subject to the terms of this clause, a Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the Contract; provided that in the case of such a termination Region 4 ESC shall provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section, and no later than the date of such termination shall also pay AT&T all unamortized (in accordance with Generally Accepted Accounting Principles) non-recurring costs incurred by AT&T in connection with providing the Service.	
	31 Marketing	Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.	
Original RFP 21-08			
I. BACKGROUND AND SCOPE OF WORK / page N/A	B. REGION 4 Education Service Center ("Region 4" or "Region 4 ESC")	With respect to OMNIA Partners, AT&T is certainly willing to entertain the opportunity to provision to other customers. However, AT&T would need to know information including, but not limited to, which customers were being considered, how the billing and collection would work (e.g., who would ultimately be responsible for payment), any credit issues, and what services were involved. Once AT&T understood the details, AT&T would consider this opportunity. AT&T is providing a custom solution based on Customer's specific scope and facilities. Customer's unique, customized needs would not be applicable to other customers; however, AT&T will be happy to provide other interested customers with a customized solution based on the customer's requirements.	



		<p>For the avoidance of doubt, AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by OMNIA Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. Omnia Partners shall not have any rights as a third-party beneficiary, cooperative contract sponsor, or otherwise in connection with AT&T's Response.</p>	
	C. OMNIA Partners	<p>AT&T is certainly willing to entertain the opportunity to provision to other customers. However, AT&T would need to know information including, but not limited to, which customers were being considered, how the billing and collection would work (e.g., who would ultimately be responsible for payment), any credit issues, and what services were involved. Once AT&T understood the details, AT&T would consider this opportunity.</p> <p>AT&T is providing a custom solution based on Customer's specific scope and facilities. Customer's unique, customized needs would not be applicable to other customers; however, AT&T will be happy to provide other interested customers with a customized solution based on the customer's requirements.</p> <p>For the avoidance of doubt, AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by Omnia Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. OMNIA Partners shall not have any rights as a third-party beneficiary, cooperative contract sponsor, or otherwise in connection with AT&T's Response.</p>	
	<u>8. Open Records Policy</u>	<p><u>Disclosures:</u> By signing the Offer and Contract Signature Form, Offeror affirms *** to the best of the undersigned's knowledge and belief with respect to all the statements of this declaration, that ***</p>	
Tab 3 – Performance Capability b) Performance Capability	i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for Cooperative Contract. Responses should highlight experience and	<p>AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by OMNIA Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. Omnia Partners shall not have any rights as a third-party beneficiary,</p>	



	<p>describe how volume will be tracked and reported to OMNIA Partners.</p>	<p>cooperative contract sponsor, or otherwise in connection with AT&T's Response.</p>	
<p>Tab 6, Appendix C, DOC #3</p>	<p>Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295):</p>	<p>The law recently changed in Texas, and under the new Subsection (c)(4) of Texas Government Code Section 52252.908 (Disclosure of Interested Parties), an exception to the Certificate of Interested Parties Form 1295 disclosure requirements was created for any publicly traded business entity or a wholly owned subsidiary of such an entity. AT&T is such an entity: its public securities filings with the U.S. Securities and Exchange Commission evidencing AT&T's status as a publicly traded business entity are available at https://www.sec.gov/cgi-bin/browse-edgar?CIK=0000732717&action=getcompany. Form 1295 and its associated disclosure requirements are no longer applicable to AT&T. The new Subsection (c) of the law is pasted below for reference (and available at https://legiscan.com/TX/text/SB255/id/1624367):</p> <p><i>Text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255)</i></p> <p><i>(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).</i></p> <p><i>(c) Notwithstanding Subsection (b), this section does not apply to:</i></p> <p><i>(1) a sponsored research contract of an institution of higher education;</i></p> <p><i>(2) an interagency contract of a state agency or an institution of higher education;</i></p> <p><i>(3) a contract related to health and human services if:</i></p> <p><i>(A) the value of the contract cannot be determined at the time the contract is executed; and</i></p> <p><i>(B) any qualified vendor is eligible for the contract;</i></p> <p><i>(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;</i></p> <p><i>(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or</i></p> <p><i>(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.</i></p>	



Tab 2 – Products/Pricing

a) Products, Pricing and Availability

Texas Connect Program:

- i. Present Offeror's plans and pricing for offering service under the TEA Connect Texas Program. The Offeror's proposal should clearly outline any requirements Offeror proposes of Texas school districts and program households. Separate pricing may be submitted for urban and rural areas.

AT&T Response:

AT&T will work with the TEA Connect Texas Program to meet the requirements of this offer.

- iv. Describes Offeror's content filtering capabilities. How do these capabilities align with the Children's Internet Protection Act?

AT&T Response:

Enterprise Traffic Protector



Enterprise Traffic Protector is a quick-to-configure and easy-to-deploy cloud secure web gateway that requires no hardware to be installed and maintained. Enterprise Traffic Protector has multiple layers of protection that leverage real-time Cloud Security Intelligence and multiple static and dynamic malware-detection engines to proactively identify and block targeted threats such as malware, ransomware, phishing, and DNS-based data exfiltration. AT&T's Control Center Portal enables security teams to centrally create, deploy, and enforce both unified security policies and acceptable use policies (AUPs) in minutes for all end-users, when they are connected to the internet.

Enterprise Threat Protector has two layers of protection — DNS Inspection and URL Inspection— delivering security and reducing complexity, without impacting performance.

Domain Name System (DNS) Inspection: Every requested domain is checked against AT&T's real-time threat intelligence, and requests to identified malicious domains are automatically blocked. Using DNS as an initial security layer proactively blocks threats early in the kill chain and before any web connection is made. In addition, DNS is designed to be effective across all ports and protocols, thus protecting against malware that does not use standard web ports and protocols. Domains can also be checked to determine the type of content a user is attempting to access, and blocked if the content breaches the enterprise's Acceptable Use Policy (AUP).

URL Inspection: Requested HTTP and HTTPS URLs are checked against AT&T's real-time threat intelligence, and malicious URLs are automatically blocked.

Distributed globally, the Enterprise Traffic Protector platform delivers a 100% availability SLA and ensures optimal reliability for an enterprise's web security.

Enterprise Traffic Protector can be used as part of a customer program to implement the Children's Internet Protection Act (CIPA) by identifying the content category of a requested Internet domain (example.com) to enable blocking under an acceptable use policy.

AT&T will endeavor to meet all mutually agreed contract obligations. AT&T will provide services and, as appropriate, install, implement and cutover the system components called for in the agreed specifications for final acceptance of the services by the Customer. The services and components provided will operate in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&T and the agreement of the parties



AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions in this Response and the Proposed Contract Documents.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer. Additionally, upon award, AT&T will work with Region 4 ESC on a mutually agreed upon timeline for deployment of services procured.

- v. Describe Offeror's coverage across Texas. Include known dead zones without service and any known plans to bring service to dead zone areas.

AT&T Response:

AT&T has planned capital investments to expand our broadband services for consumers and businesses.

Please see Attachment – ATT02: TEA Region 4_Zip Code List_2021

- vi. Describe Offeror's ability to provide multi-lingual support to households.

AT&T Response:

The proposed solution does not include multi-lingual support to households.

We will provide Tier 2 support to the Local Education Agency (LEA).

- vii. Is pricing available for all products and services?

AT&T Response:

Yes. Pricing available for all products and services in the proposed solution.

- viii. Describe any shipping charges.

AT&T Response:

The proposed equipment is not shipped; therefore, no shipping charges are incurred.

- ix. Provide pricing for warranties on all products and services.



AT&T Response:

The proposed equipment is leased and owned by AT&T.

- x. Describe any return and restocking fees.

AT&T Response:

The proposed solution does not contain return or restocking fees.

- xi. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

AT&T Response:

Please see the Pricing section for our offer.

- xii. Describe payment methods offered.

AT&T Response:**Payment Options**

AT&T accepts payments via EFT/ACH.

Customers can conveniently pay the AT&T invoice using EFT/ACH. Enrollment instructions at the following link:

- <https://www.att.com/support/smallbusiness/article/smb-local-long-distance/KM1258045/>.

AT&T also accepts payments by check mailed to the lockbox printed on the invoice.

- xiii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

AT&T Response:

All terms and conditions relating to pricing, invoicing and payment shall be as set forth in the Proposed Contract Documents.



xiv. Describe how future product introductions will be priced and align with Contract pricing proposed.

AT&T Response:

See response above to xiii.

xv. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

AT&T Response:

AT&T can comply. Prices are exclusive of applicable taxes, fees and surcharges, which are subject to change during the term of the contract. Upon request AT&T can provide an illustrative list of fees and surcharges based on current rates.



Tab 3 – Performance Capability

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for Cooperative Contract. Responses should highlight experience and describe how volume will be tracked and reported to OMNIA Partners.

AT&T Response:

AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by OMNIA Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. Omnia Partners shall not have any rights as a third-party beneficiary, cooperative contract sponsor, or otherwise in connection with AT&T's Response.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

AT&T Response:

AT&T is certainly willing to entertain the opportunity to provision to other customers. However, AT&T would need to know information including, but not limited to, which customers were being considered, how the billing and collection would work (e.g., who would ultimately be responsible for payment), any credit issues, and what services were involved. Once AT&T understood the details, AT&T would consider this opportunity.

AT&T is providing a custom solution based on Customer's specific scope and facilities. Customer's unique, customized needs would not be applicable to other customers; however, AT&T will be happy to provide other interested customers with a customized solution based on the customer's requirements.

For the avoidance of doubt, AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by OMNIA Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. Omnia Partners shall not have any rights as a third-party



beneficiary, cooperative contract sponsor, or otherwise in connection with AT&T's Response.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications.

AT&T Response:

Please see our response to i. above.

iv. Describe the Offeror's understanding of the Scope of Work and the TEA Connect Texas Program requirements. Detail how the Offeror proposes to meet each of the requirements.

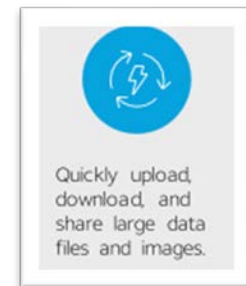
AT&T Response:

AT&T meets the Region 4 Education Service Center ("Region 4 ESC") and the Texas Connect Texas Program requirements as a qualified supplier with the *"depth, breadth, and quality"* resources to deliver and support fixed broadband Internet access for economically disadvantaged kindergarten through 12th grade households in Texas (TEA Connect Texas).

Gain and maintain access to the vital information and communications resources needed for success.

We built our solution around AT&T's Internet Services that will provide Program participants with super-fast Internet access. AT&T Internet Services is a suite of high-speed broadband Internet access services that uses advanced, IP-based technology and a combination of copper phone lines and fiber backbone to connect household locations using multiple broadband access technologies such as:

- High Speed-Internet
- VDSL (IP Broadband)



AT&T Internet also gives participants the ability to use a wireless router to link multiple computers or other devices, like smartphones or tablets, to a single AT&T Internet connection. And, if the equipment fails, we'll replace it quickly.

Broadband Access

Participating household locations may qualify for several transport options provisioned using copper, a combination of copper and fiber, or all fiber. For participating



households in AT&T Fiber ready buildings, service is provisioned on Ethernet over fiber up to 1Gbps with asymmetrical and symmetrical options.

- v. Describe Offeror's broadband data performance standards.

AT&T Response:

AT&T Internet – Over 99% reliability (Based on network availability)

- vi. Describe each service's network reliability. Include disaster recovery plans and business continuity plans.

AT&T Response:

Network Reliability - 99%

Network Preparedness

At AT&T, we design our network to be resilient so we are prepared to provide essential communications and data connectivity for our customers and communities, even before disaster strikes. Our network team builds all cell sites – including those in disaster-prone areas – to meet or exceed state structural standards.

We conduct regular analysis to help ensure our cell sites can withstand natural disasters and other environmental factors. Based on analyses by professional engineers, upgrades or modifications are completed to maintain safe, reliable tower capacity and to meet or exceed all applicable building codes. We also deploy high-capacity battery backup or permanent generators to our cell sites, which allows them to remain in service in the event of a power loss. To prepare our network for natural disasters, we regularly test the batteries located at every site and take steps to ensure any fixed generators are fueled on a regular basis.

Through our Network Disaster Recovery (NDR) organization, we are committed to on-the-ground testing. We have conducted 78 full-scale recovery exercises in the field, which are vital to testing our equipment and abilities. These drills help local and regional first responders understand the role and abilities of our NDR organization, and they maintain the readiness of our teams and equipment.

AT&T Business Continuity Management Program

The AT&T Business Continuity Management Program includes management disciplines, processes and techniques to support our employees and critical business operations in the event of a significant business disruption. Our global team of certified and experienced business continuity experts, led by our President of Technology and



Operations, works to maintain operations of key business processes by utilizing documented business continuity strategies, plans and procedures that are updated and exercised on an annual basis. Regular reports on our business continuity efforts are shared with the Audit Committee of the AT&T Board of Directors.

The AT&T Business Continuity Management Program is certified to the international business continuity standard, ISO 22301:2012. It is also aligned with the Disaster Recovery Institute International (DRII) Professional Practices, Business Continuity Institute Good Practice Guidelines, Department of Homeland Security National Incident Management System and ISO 31000. Our alignment with these standards demonstrates our ability to resume business operations and delivery of customer service in the vital hours and days after a disaster.

In the event of a disaster or other emergency, we implement procedures to quickly restore network functionality, provide critical resources to impacted employees, field customer inquiries and bring service to the communities in which we operate.

- vii. Describe the security policies, measures and any certifications or standards the Offeror has in place to protect privacy and ensure security of information and data transmitted through the Offerors services and products. Include how Offeror ensures data encryption and protect data. Include a description of how the Offeror protects against outside threats and, if compromised, how the Offeror responds to security breaches.

AT&T Response:

AT&T's standards and practices have achieved certification to the International Standards Organization ISO/IEC 27001:2013 Information Security Management Standard. AT&T can provide copies of the current ISO certificate and statement of applicability.

In addition, external audits and certifications are performed for specific services when business requirements merit third-party attestations, including Statement of Auditing Standards No. 70 (SAS 70), Payment Card Industry (PCI), SysTrust, or similar certifications. You can request audit results from your account representative.

Enterprise Traffic Protector

Enterprise Traffic Protector is a quick-to-configure and easy-to-deploy cloud secure web gateway that requires no hardware to be installed and maintained. Enterprise Traffic Protector has multiple layers of protection that leverage real-time Cloud Security Intelligence and multiple static and dynamic malware-detection engines to proactively identify and block targeted threats such as malware, ransomware, phishing, and DNS-



based data exfiltration. AT&T's Control Center Portal enables security teams to centrally create, deploy, and enforce both unified security policies and acceptable use policies (AUPs) in minutes for all end-users, when they are connected to the internet.

Enterprise Threat Protector has two layers of protection — DNS Inspection and URL Inspection— delivering security and reducing complexity, without impacting performance.

Domain Name System (DNS) Inspection: Every requested domain is checked against AT&T's real-time threat intelligence, and requests to identified malicious domains are automatically blocked. Using DNS as an initial security layer proactively blocks threats early in the kill chain and before any web connection is made. In addition, DNS is designed to be effective across all ports and protocols, thus protecting against malware that does not use standard web ports and protocols. Domains can also be checked to determine the type of content a user is attempting to access, and blocked if the content breaches the enterprise's Acceptable Use Policy (AUP).

URL Inspection: Requested HTTP and HTTPS URLs are checked against AT&T's real-time threat intelligence, and malicious URLs are automatically blocked.

Distributed globally, the Enterprise Traffic Protector platform delivers a 100% availability SLA and ensures optimal reliability for an enterprise's web security.

Enterprise Traffic Protector can be used as part of a customer program to implement the Children's Internet Protection Act (CIPA) by identifying the content category of a requested Internet domain (example.com) to enable blocking under an acceptable use policy.

Security Breaches

AT&T protects its information and resources, as well as those of its customers, from unauthorized access, disclosure, corruption, and disruption by enforcing a rigorous, multi-layered security policy.

AT&T considers network and information security to be a cornerstone of the services that we deliver worldwide. We designed our security policy to protect AT&T and AT&T-managed assets and services. It applies to network elements, systems, applications, data, and computing devices that AT&T owns or manages.

In the event AT&T detects a security threat, it will typically attempt to isolate that threat and prevent it from spreading across its network or to other networks. We may use a variety of security measures to prevent the spread of a threat, which may include temporarily limiting the flow of traffic over some portions of its network, closing access



ports or taking other actions to address the threat. AT&T attempts to limit those actions to the specific portions of its network or customer base impacted by the security threat and for only as long as necessary to mitigate the threat.

viii. Describe how planned outages are communicated.

AT&T Response:

The HSIA-E Service does include standard maintenance from 12:00 A.M. to 6 A.M., local time, seven days a week without requirement of any additional notice to Customer. AT&T will attempt to use this window of time to provide maintenance when possible, however, AT&T reserves the right to perform service or network maintenance as needed outside this window, in which case AT&T will make a reasonable effort to notify the Customer if feasible under the circumstances.

ix. Describe how Offeror responds to emergency requests and orders.

AT&T Response:

Customer will work with the AT&T Product team to fulfill all request. Each order will be handled as a “best effort” on an Individual Case Basis.

x. What is Offeror’s average on time installation rate? Describe Offeror’s history of meeting the installation, shipping, and delivery timelines.

AT&T Response:

Upon award, AT&T will work with Region 4 ESC on a mutually agreed upon timeline for deployment of services procured. While AT&T’s goal is to meet the designated installation interval 100% of the time, our current on time performance is greater than 90%.

xi. Describe Offeror’s product return and restocking policy.

AT&T Response:

The Broadband CPE provided to the Customer does not need to be returned to AT&T when service is disconnected. There is no penalty or charge to the Customer if the CPE is not returned. If Customer chooses to return the CPE, it may be brought to The UPS Store or it can be dropped off at any other location that offers UPS pickup.

xii. Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.



AT&T Response:

Customers must contact AT&T HSIA-E Customer Care for order inquiry or to report a trouble with an AT&T HSIA-E circuit. Support for order inquiries is available Monday through Friday, 9am -8pm EST. Trouble ticket reporting is available 24 hours/7 days/week. The HSIA-E Care team provides support for access circuit provisioning, acceptance testing, trouble ticket resolution, and fault isolation through to the AT&T provided CPE. The service demarcation point of HSIA-E is the Ethernet port of the CPE, excluding inside wiring. The AT&T HSIA-E Customer Care center will only support and accept calls from AT&T's Customer or the Customer identified Point of Contact ("CPOC") and will not accept calls, provide trouble assistance, or interface in any manner with parties other than Customer. All communications with Customer will be in the English language. AT&T HSIA-E Customer Care can be reached at 877-937-5288 or 877-XDSL-ATT. Government customers need to call our US based HSIA-E Customer Care Center at 1-888-337-9438.

Table: Customer Care

Customer Care	Telephone	Hours
Provisioning and Installation	877-937-5288 Opt 4, 1	M-W 8am-8pm ET Except holidays
Maintenance and Repair	877-937-5288 Opt 4, 2	24/7
Escalation Manager and Center Manager is available Monday-Friday 9 AM - 6 PM ET		

xiii. Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

AT&T Response:

AT&T bills for network services monthly. There are hundreds of metrics built into our billing process which ensure the accuracy of order entry, usage processing and bill rating to create the invoice.

Order records (new, change, record, etc.), adjustments, payment activities, updates on equipment or service, customer information, and account information are stored as appropriate and processed during the billing cycle. Bill data quality control infrastructure monitors for anomalies by comparing historical aggregates key bill fields in a cycle against historical information. Variations exceeding specific thresholds trigger investigations. AT&T continuously strives for 100% billing accuracy. Billing production systems are thoroughly tested and verified before customer contracted rates are implemented. When billing tables are loaded with correct rates, AT&T billing systems will apply invoicing debits and/or credits automatically.



Invoices can be accessed electronically via our online tool AT&T Business Direct® where PDF bill images are stored.

AT&T also manages bill disputes via AT&T BusinessDirect®. If a customer discovers a billing error, they should submit a dispute to AT&T's Customer Care Center via BusinessDirect®. Once AT&T receives a dispute, the Customer Care Center will evaluate the request and put the disputed charges in a no-treat status while investigating the dispute. Using our online tool, we can quickly address and correct your billing disputes.

AT&T expects payment according to Section 4 ("Pricing and Billing") and all subsections of the Master Agreement.

AT&T does not accept credit cards as a form of payment on all products and services. Our high-end products and services cannot sustain the expense of credit card payments and must be paid with another form of payment. For products and services where credit cards are accepted, there are no additional fees for this form of payment.

xiv. Describe Offeror's contract implementation/customer transition plan.

AT&T Response:

Provisioning Implementation Manager (PIM) is assigned to oversee the project.

The PIM's responsibilities are:

- Keep Customers central point of contact apprised of order status;
- Monitor orders to ensure process compliance;
- Verify cancellations;
- Review reports for upcoming dates and order problems;
- Perform the following functions on a daily basis:
 - Check all email and voicemail from CPOCs
 - Provide an overview of order status via a weekly spreadsheet (not intended to provide critical status for individual orders)
 - Monitor overall order progress
 - Escalate orders that have problems
 - Check for new orders
 - Escalate on Critical Dates missed
- Hold weekly conference calls with Company's customers.

xv. Describe the financial condition of Offeror.



AT&T Response:

The Dun and Bradstreet Number for AT&T Corp is: 006980080

Although we're unable to share the full report, we can provide you with our D&B rating, which is 5A2.

- xvi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

AT&T Response:

The proposed custom solution will involve a AT&T liaison to support the Region IV Internet solution.

- xvii. Provide any additional information relevant to this section.



a. OMNIA Partners documents - Appendix D



REQUIREMENTS FOR COOPERATIVE CONTRACT

TO BE ADMINISTERED BY
OMNIA PARTNERS

AT&T Response:

AT&T is certainly willing to entertain the opportunity to provision to other customers. However, AT&T would need to know information including, but not limited to, which customers were being considered, how the billing and collection would work (e.g., who would ultimately be responsible for payment), any credit issues, and what services were involved. Once AT&T understood the details, AT&T would consider this opportunity.

AT&T is providing a custom solution based on Customer's specific scope and facilities. Customer's unique, customized needs would not be applicable to other customers; however, AT&T will be happy to provide other interested customers with a customized solution based on the customer's requirements.

For the avoidance of doubt, AT&T takes uniform exception to all of Appendix D (Requirements for Cooperative Contract to be Administered by OMNIA Partners), including, without limitation, its Exhibits A through F. AT&T's Response is made for the benefit of Customer only. Omnia Partners shall not have any rights as a third-party beneficiary, cooperative contract sponsor, or otherwise in connection with AT&T's Response.

The following documents are used in evaluating and administering cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE



Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS



EXHIBIT A - RESPONSE FOR COOPERATIVE CONTRACT

1.0 Scope of Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 Education Service Center (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Internet Service Providers for TEA Texas Connect. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.



This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Tradeshows/conferences/meetings
- D. Advertising
- E. Social Media



The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million in the State of Texas. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over



and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- C. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS



As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, and (2) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.



-
- B. Number and location of support centers (if applicable) and location of corporate office.
- C. Annual sales for the three previous fiscal years.
- a. Submit FEIN and Dunn & Bradstreet report.
- D. Describe any green or environmental initiatives or policies.
- E. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- F. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise
- Yes No
- If yes, list certifying agency: _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
- Yes No
- If yes, list certifying agency: _____
- c. Historically Underutilized Business (HUB)
- Yes No
- If yes, list certifying agency: _____
- d. Historically Underutilized Business Zone Enterprise (HUBZone)
- Yes No
- If yes, list certifying agency: _____
- e. Other recognized diversity certificate holder



Yes No

If yes, list certifying agency: _____

- G. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- H. Describe how supplier differentiates itself from its competitors.
- I. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- J. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- B. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement to include, but not limited to, executive leadership endorsement and sponsorship of the award within first 10 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement immediately upon award, which may include, but not limited to:



- i. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - ii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - iv. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Include a list of current cooperative contracts (regional and national) Supplier holds.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support



- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts



EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this _____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.



NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.
5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to



any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means



necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the



Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of _____ percent (____%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
13. Suppliers shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid



when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.



19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners Attn: President
840 Crescent Centre Drive Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange



of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date



EXHIBIT C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.



2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, Requirements for Cooperative Contract including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.



8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIAPARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES

Authorized Signature

Signature



Name	Sarah E. Vavra
Name	Name
Title and Agency Name	Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date



EXHIBIT D

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date



EXHIBIT E

CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:


			Supplier Name:		Total Sales	\$0.00											
			Contract Number:		Admin Fee %												
			Reporting Period:		Total Admin Fee	\$0.00											
														FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqeid	Rebate Due	Rebate Name	



EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or



- (2) An agreement that provides only:
- (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.



Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES _____ Initials of Authorized Representative of offeror

(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 a Participating Agency expends federal funds, the Participating Agency 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 Offeror as detailed in the terms of the contract.

Does offeror agree? YES ___ Initials of Authorized Representative of offeror

(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 CFR 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 a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(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 a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

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



- (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 a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES__ Initials of Authorized Representative of offeror

- (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 Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror



- (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 Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

- (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 Executive Office of the President Office of Management and Budget (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 Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror 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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

- (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 Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror 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 offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record



retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request.

Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror'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 offeror's personnel for the purpose of interview and discussion relating to such documents.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS



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

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

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

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____



FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For



example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and



5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated



profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an



investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures



authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.

- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.



- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph



(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs

(1) through(4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R.§ 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.



- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although



“covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and



throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)



The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.



- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.



- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:
“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.



- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____



Tab 4 – Qualification and Experience

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

AT&T Response:

History

AT&T Corp. was incorporated in the State of New York on March 3, 1885 (133+ years ago.) The corporate address for AT&T Corp. is One AT&T Way, Bedminster, NJ 07921.

AT&T Corp. is wholly owned subsidiary of AT&T Inc. and a member of the AT&T Inc. family of companies.

The Dun and Bradstreet Number for AT&T Corp is: 006980080.

In 1876, Alexander Graham Bell invented the telephone. That was the foundation of the company that would become AT&T — a brand that has become synonymous with the best, most reliable telephone service in the world.

In 1984, through an agreement between the former AT&T and the U.S. Department of Justice, AT&T agreed to divest itself of its local telephone operations but retain its long distance, R&D and manufacturing arms. From this arrangement, SBC Communications Inc. (formerly known as Southwestern Bell Corp.) was born.

Twelve years later, the Telecommunications Act of 1996 triggered dramatic changes in the competitive landscape. SBC Communications Inc. established itself as a global communications provider by acquiring Pacific Telesis Group (1997), Southern New England Telecommunications (1998) and Ameritech Corp. (1999). In 2005, SBC Communications Inc. acquired AT&T Corp., creating the new AT&T.

With the acquisition of BellSouth in 2006, and the consolidated ownership of Cingular Wireless and YP.com, AT&T is positioned to lead our industry in one of its most significant transformations since the invention of the telephone more than 144 years ago.

- ii. Describe Offeror's reputation in the marketplace.



AT&T Response:

In 2020, research firm Gartner Inc. recognized AT&T for the 16th consecutive year as a Leader in its Global Network Services Magic Quadrant report.

According to Gartner, "Enterprises need greater network agility to support digital initiatives, and global network service providers are supplying new services in response. When sourcing network services, infrastructure and operations leaders must incorporate these new capabilities to achieve success." AT&T is among the few providers to earn a place in the leaders quadrant.

iii. Describe Offeror’s reputation of products and services in the marketplace.

AT&T Response:

Please refer to the previous response.

iv. Describe the experience and qualification of key employees.

AT&T Response:

Your AT&T account team has the qualifications necessary to help ensure that you receive the best service and support for your solution. Your account team has a broad range of technical knowledge, and they've built solid relationships with most reputable vendors.

Your Account Team

Michael Collins Client Solutions Executive IV 713.567.1234 michael.a.collins@att.com	Education and Experience:
	<ul style="list-style-type: none"> • 25 + years’ experience creating sales for delivery of solutions meeting a wide variety of customer needs for AT&T products/services/systems/solutions within the medium-large business and government & education sectors. • Extensive knowledge of AT&T Products and Services • Application sales experience that includes Hosting, Digital Media Solutions, Unified Communications, Cloud Services, Applications Management, Consulting & Integration, and Emerging Technologies • Extensive knowledge of LANs, WANs, and supporting hardware and software • BICSI Credentials: <ul style="list-style-type: none"> • RTPM – Registered Telecommunications Project Manager • RCDD – Registered Communications Distribution Designer • Cisco Certifications: CCDA



	<ul style="list-style-type: none"> • Samsung master • BS MGMT - Our Lady of the Lake University
<p>Bradley Suggs Client Solutions Executive IV 806.429.6104 bradley.f.suggs@att.com</p>	<p>Education and Experience:</p> <ul style="list-style-type: none"> • 25 + years’ experience creating sales for delivery of solutions meeting a wide variety of customer needs for ATT products/services/systems/solutions • Extensive knowledge of AT&T’s entire product/service line. • Focused on critical/large/most complex/high visibility/strategic/tactically vital accounts and issues • 18+ years supporting customer relationship management (i.e. billing, installation, customer issues and public). • Apple Master • B.S. Industrial Engineering – Texas Tech University
<p>Neil Kennedy Client Solutions Executive II 979.224.5624 neil.t.kennedy@att.com</p>	<p>Education and Experience:</p> <ul style="list-style-type: none"> • Ten years’ experience in B2B sales and account management • Fifteen years of sales and service experience with AT&T • In depth understanding of the entire product portfolio that AT&T has to offer • Four years’ experience supporting government and education accounts with sales and service • Apple master • Samsung master • B.S. – Sam Houston State University

We assign tasks and provide account team details after contract signature. We provide the appropriate level of skilled staff to satisfy the terms and obligations of our agreement. And, to support our collaborative relationship with you, we consult with you when possible regarding potential staffing changes.

- v. Describe Offeror’s experience working with public school districts.

AT&T Response:

AT&T has a long history of providing solutions to support public sector customers.

We serve thousands of public sector customers across federal governments, state and local governments, special districts, public safety agencies, and K-12 as well as higher education institutions. As a result, we understand your unique needs and are well prepared to support you.

- vi. Describe in detail what level of assistance will be provided under the Federal Communication Commissions E-rate discount program. Identify how much effort



will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

AT&T Response:

AT&T's Response was not prepared with the e-rate program in mind for the engagement described by this RFP. However, to the extent that e-rate services are desired at any point, AT&T has a robust history with the e-rate program and subject to certain terms and conditions, including all applicable laws and regulations relating to the e-rate program, AT&T will be glad to prepare the appropriate pricing and other terms for customer's review and acceptance in order to comply with e-rate lowest corresponding price rules and Bear or SPI billing methods as appropriate. AT&T notes that typically, in order for any eligible party to receive e-rate funding, it is necessary to begin the process with certified FCC Form 470 for bidders to respond to as outlined at <https://www.usac.org/e-rate/applicant-process/competitive-bidding/open-fair-process/>. To obtain e-rate funding, it is necessarily the responsibility of a customer's to work through those logistics and process, and the involvement of a provider in any regard would challenge the idea of the open and fair bidding process required by applicable e-rate regulations.

- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

AT&T Response:

AT&T is a worldwide multibillion dollar company. Because of the size and scope of our business operations and the many regulatory bodies we deal with, at any given time, AT&T or one or more of its affiliates may be involved in litigation and other matters and engaged in proceedings with governmental agencies. Litigation and regulatory proceedings are an outgrowth of AT&T's business operations. To the knowledge of AT&T, there is no current litigation or governmental investigation in process which would materially and adversely affect AT&T's ability to perform the Services contemplated in this RFP Response. Legal prohibitions concerning the disclosure of non-public information and confidentiality issues restrict AT&T from providing specific information about pending litigation or regulatory proceedings. However, to reiterate, AT&T is not aware to the best of its knowledge, of any proceeding that would materially and adversely impact AT&T's ability to perform the services that are the subject of this RFP.

For additional information about pending litigation that has been publicly disclosed by AT&T, please see: The most recent 10-Q for AT&T Inc., filed with the Securities and



Exchange Commission, addresses pending litigation in the Other Business Matters section. The 10-Q is found in the investor relations section of our website at:

http://phx.corporate-ir.net/phoenix.zhtml?c=113088&p=irol-sec&control_selectgroup=Quarterly%20Filings

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

AT&T Response:

Table: AT&T's References

Entity Name Contact Name & Title Phone / Email	City / State	Years Serviced	Description of Services	Annual Volume
City of Jersey Village Bob Blevins, IT Director 713-466-2182 bblevins@jerseyvillagetx.com	Jersey Village, TX	4	AT&T Business Fiber	Confidential
Cleburne ISD Heath Meland, Systems Administrator 817-202-1173 hmeland@c-isd.com	Cleburne, TX	6	AT&T Dedicated Internet	Confidential
North Texas Tollway Authority Raul Sanchez, IT Manager 214-224-2115 rsanchez@ntta.org	Dallas, TX	14	AT&T Dedicated Internet	Confidential
Midsouth Synergy Russell Smith, IT Director 936-825-5100 rsmith@midsouthsynergy.com	Navasota, TX	7	AT&T Dedicated Internet	Confidential
Milestone Joe Sorrells, IT Director 469-304-0533 joe.sorrells@CallMilestone.com	Heath, TX	3	AT&T Dedicated Internet	Confidential
St Thomas Episcopal School Stephen Gonzales, Director of Technology 713-666-3111 gonzales.stephen@stes.org	Houston, TX	1	AT&T Dedicated Internet	Confidential



Entity Name Contact Name & Title Phone / Email	City / State	Years Serviced	Description of Services	Annual Volume
Pyramid Tubular Products Billy Stringer, IT Director 832-300-8100 bstringer@pyramidtublar.com	Spring, TX	4	AT&T Dedicated Internet	Confidential
Burrow Global Danny Breaux, IT Director 713-963-0930 danny.breaux@burrowglobal.com	Beaumont, TX	7	AT&T Dedicated Internet	Confidential
KSF Ortopeditcs Kevin Harris, IT Director 281-440-6960 kharris@ksfortho.com	Houston, TX	8	AT&T Dedicated Internet	Confidential
Beasley Tire Service Inc. Jesse Delgado, IT Director 281-449-2365 jdelgado@beasleytire.com	Houston, TX	6	AT&T Dedicated Internet	Confidential

ix. Provide any additional information relevant to this section.



Tab 5 – Value Add

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

AT&T Response:

Value Add – Mobility Solution

In the event that the timeline to implement wired services across the State to the targeted Connect Texas population has an extended completion period, AT&T can deliver the following options to provide an affordable solution to connect students while the wired services are in process of implementation.

BYOD and Service Option:

If migrating or activating 100 or more eligible lines, schools may bring their own devices when activating them with one of the following unlimited wireless data plan and content filtering service options:

- AT&T Special DataConnect for Education plan and Enterprise Traffic Protector service for a combined discounted price of \$11/month, or



- AT&T Special DataConnect for Education plan and AccessMyLAN™ service for a combined discounted price of \$16/month.

Also, if needed, Moxee mobile hotspots can be purchased for \$84.99. these mobile plans and services are available:

Moxee mobile hotspot on 12-month installment agreement and service option:

Schools can get a Moxee mobile hotspot device at no cost, after credits, when they purchase it on a 12-month installment agreement with one of the following unlimited wireless data plan and content filtering service options:

- AT&T Special DataConnect for Education plan and Enterprise Traffic Protector service for a combined discounted price of \$12/month, or
- AT&T Special DataConnect for Education plan and AccessMyLAN™ service for a combined discounted price of \$17/month.

Moxee mobile hotspot on 24-month installment agreement and service option:

Schools can get a Moxee mobile hotspot device at no cost, after credits, when they purchase it on a 24-month installment agreement with one of the following unlimited wireless data plan and content filtering service options:

- AT&T Special DataConnect for Education plan and Enterprise Traffic Protector service for a combined discounted price of \$11/month, or
- AT&T Special DataConnect for Education plan and AccessMyLAN™ service for a combined discounted price of \$16/month.

Alternative Offer

As an option to provide service to students who may reside in areas where fiber is not available, but copper is, AT&T provides the following copper pricing option as a value add.

Bandwidth over copper	3-Year Term	
	No NRC	\$200 NRC
	MRC	MRC
Up to 75M/8.0M BB1 Dynamic	\$37.50	\$31.99



Above Pricing is subject to the following:

- * 3-Year agreement with optional 1 + 1
- * Content Filtering at all locations built into price. Customer may choose to turn it down, but there is no change in price.
- * Pricing accounts for student movement capped at 12% annually; any movement beyond that, AT&T reserves the right to charge for installation cost recovery.
- * Pricing contingent upon existing facilities
- * Cost recovery for early contract termination - \$200 installation recovery.

Advantages of AT&T

- **Broadband Speeds**—for this technology range from 768 Kbps to 1 Gbps downstream and up to 1 Gbps upstream (depending on location) at a fraction of the cost of Private Line or Ethernet internet access. These high speeds can support multiple users that need simultaneous internet access. AT&T’s proposed offer will align with the requirements of TEA’s Connect Texas Program.
- **Global Business Communications Experience**—AT&T helps businesses worldwide. Almost three million organizations, from the largest global companies—including nearly all of the Fortune 1000—to small businesses, turn to AT&T. Our customers represent all the major sectors, including financial, manufacturing, education, healthcare, retail, and government.
- **Reliability and Performance**—AT&T invests significantly to upgrade our network for reliability, speed, performance, and disaster readiness so that we can enable tomorrow’s capabilities. To help ensure that our network can support our services and provide an optimal experience, we collect billions of measurements across our network every hour. We analyze this data in real time and adjust the network to improve performance.
- **Customer Support**—Building strong customer relationships is one of our core values. We want you to have an effortless experience with AT&T. That’s why we offer you convenient ways to contact us for support, including online and application-based support tools and teams of sales, customer care, and technical support specialists to help you.

Education Investments

AT&T has committed to invest \$2 billion over the next 3 years to help address the digital divide. This renewed commitment to the communities we serve combines AT&T’s low-cost broadband service offerings with community investment. And it builds on the



company's contribution of \$1 billion over the last 3 years. Since 2008, AT&T has invested more than \$600 million in the Aspire initiative to drive student success. In addition, our employees have spent millions of hours mentoring hundreds of thousands of students. Through these and other endeavors, we continue to commit our resources to students and the educators who teach them.

Please see AT&T Value Add Attachments

- AT&T Contributes \$100K to PIQE for distance learning - PIQE
- AT&T Provides Internet Connectivity to At-Risk Students
- CA ATT BB Principles One Pager v043021
- CA connect Handout_010821
- Connected Nation CA Release Final
- COVID-19_Education_Commitments_Wireline_Handout_043021
- Digital Divide Commitment Handout_041921
- Dell Value Proposition



Tab 6 – Additional Required Documents

a) Appendix C, Doc #1 - ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY

AT&T's Clarification:

AT&T respectfully requests that information in this document be held confidential by **the Customer**, to the extent allowed under applicable law.

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.



(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

May 18, 2021



Client Solutions Executive 4

Authorized Signature & Title



b) Appendix C, Doc #2 - Antitrust Certification Statement (Tex. Government Code § 2155.005)



Attorney General Form

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 behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

AT&T Response:

In lieu of the foregoing, the undersigned can also affirm to the best of the undersigned's knowledge and belief that this RFP Response was not prepared in collusion with any other person or company engaged in the same line of business or commerce.

Company	AT&T Corp.	Contact	
			Signature
			Michael Collins
			Printed Name
			Client Solutions Executive 4
Address	6500 West Loop S Bellaire, TX 77401		Position with Company
Phone	Office: 713.567.1234 Mobile: 713.306.6134	Official Authorizing Proposal	



Fax			Signature
			Jason C. Porter Printed Name
			President – Public Sector and FirstNet Position with Company



c) Appendix C, Doc #3 - Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

AT&T Response:

The law recently changed in Texas, and under the new Subsection (c)(4) of [Texas Government Code Section 52252.908 \(Disclosure of Interested Parties\)](#), an exception to the Certificate of Interested Parties Form 1295 disclosure requirements was created for any publicly traded business entity or a wholly owned subsidiary of such an entity. AT&T is such an entity: its public securities filings with the U.S. Securities and Exchange Commission evidencing AT&T's status as a publicly traded business entity are available at <https://www.sec.gov/cgi-bin/browse-edgar?CIK=0000732717&action=getcompany>. Form 1295 and its associated disclosure requirements are no longer applicable to AT&T. The new Subsection (c) of the law is pasted below for reference (and available at <https://legiscan.com/TX/text/SB255/id/1624367>):

Text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255)

(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).

(c) Notwithstanding Subsection (b), this section does not apply to:

- (1) a sponsored research contract of an institution of higher education;*
- (2) an interagency contract of a state agency or an institution of higher education;*
- (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and*
 - (B) any qualified vendor is eligible for the contract;**
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*



In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



d) Appendix C, Doc #4 - Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Collins, as an authorized representative of

AT&T Corp., a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



May 18, 2021

Signature of Name Authorized Company Representative

Date



e) Any additional agreements Offeror will require Participating Agencies to sign



Services available in the following Texas Zip codes.

Service availability depends on site address and is subject to change. Final determination of service availability will be provided upon receipt of address information. AT&T will exercise good faith to provide accurate and timely service availability information; however, service availability information is not guaranteed to be complete, accurate or up to date, and AT&T has no obligation to update or verify any service availability information provided to the Customer.

75002	75182	76044	76707	77327	77651	78242	78704
75006	75189	76048	76708	77338	77657	78247	78721
75009	75205	76051	76712	77340	77701	78249	78723
75010	75207	76058	77002	77357	77706	78250	78724
75013	75208	76059	77004	77371	78006	78252	78728
75019	75212	76060	77008	77372	78045	78263	78738
75024	75215	76063	77017	77373	78109	78332	78744
75034	75217	76065	77021	77375	78124	78380	78745
75035	75223	76066	77022	77379	78130	78401	78746
75042	75226	76086	77023	77401	78148	78404	78753
75063	75227	76087	77024	77445	78154	78410	78756
75067	75231	76088	77027	77449	78155	78415	78758
75068	75236	76092	77029	77471	78205	78416	78852
75069	75237	76103	77033	77474	78208	78418	79012
75071	75241	76107	77035	77477	78209	78550	79015
75075	75243	76108	77044	77479	78210	78572	79106
75078	75244	76109	77051	77484	78212	78577	79109
75081	75407	76114	77057	77502	78213	78602	79363
75087	75409	76117	77060	77511	78214	78617	79401
75104	75454	76134	77063	77515	78215	78620	79403
75110	75460	76135	77067	77530	78216	78621	79416
75114	75462	76140	77072	77535	78217	78626	79423
75115	76008	76177	77073	77536	78218	78628	79701
75116	76009	76179	77074	77541	78221	78634	79706
75126	76011	76227	77075	77546	78222	78645	79762
75137	76013	76248	77081	77551	78223	78653	79765
75142	76017	76262	77087	77563	78227	78654	79901
75146	76020	76462	77090	77571	78230	78660	79925
75150	76022	76487	77092	77581	78233	78664	79928
75154	76028	76513	77096	77627	78234	78681	79935
75160	76033	76574	77098	77632	78235	78701	79998
75165	76036	76704	77099	77640	78237	78702	
75169	76040	76706	77320	77642	78238	78703	



AT&T Attachments

ATT01: Addendum: RFP_ 21-08_ISP_AD1_MAC

ATT02: TEA Region 4_Zip Code List_2021

ATT03: AT&T Education Value Proposition

- AT&T Contributes \$100K to PIQE for distance learning - PIQE
- AT&T Provides Internet Connectivity to At-Risk Students
- CA ATT BB Principles One Pager v043021
- CA connect Handout_010821
- Connected Nation CA Release Final
- COVID-19_Education_Commitments_Wireline_Handout_043021
- Digital Divide Commitment Handout_041921
- Dell Value Proposition

