



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

**WT Services Proposal for
Request For Proposal:
Region 4 Education Service Center for
Internet Service Provider for TEA Connect Texas Program
Solicitation Number 21-08**

Submittal Deadline: Tuesday May 18, 2021, 10:00 AM Central Time



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

Company Overview

WT Services Inc was originally organized in 1982 to provide deregulated services of the regulated parent company West Texas Rural Telephone Cooperative Inc. Since that time, WT Services has expanded it's service offerings to include, but not limited to, a full range of video, telephone, two-way radio, and high speed broadband internet services. The regulated parent company, West Texas Rural Telephone Cooperative Inc was formed in 1952 to provide telephone service to the rural customers who otherwise did not have it. West Texas Rural Telephone has since expanded it's service offerings to include high speed broadband internet and video services through it's subsidiary WT Services. WT Services and West Texas Rural Telephone offer these services through a state of the art fiber optic network built to offer our quality services for years to come in the rural Texas panhandle.

Proposal Summary

WT Services and West Texas Rural Telephone Cooperative propose to provide internet services with minimal bandwidth speeds of 25mbps download & 3mbps upload with circuit availability of 99.99% uptime. These services will be offered within the West Texas Rural Telephone Cooperative rural service area and WT Services service areas of Hereford, Friona, Bovina, and Bushland Texas as specifically shown on the attached maps and provided through VDSL and Fiber Optic technologies. These services are supported by our in-house Operations Support Center.

Data Caps

WT Services and West Texas Rural Telephone Cooperative do not limit or cap internet data usage nor throttle data at any time.

Content Filtering Capability

Included in our attached proposal, WT Services and West Texas Rural Telephone will have the ability to accommodate the standard Children's Internet Protection Act (CIPA) content filtering requirements.



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Net Neutrality

WT Services provides broadband internet network management to ensure that our customers experience a secure and safe internet experience that is fast, reliable and cost effective. WT Services uses various tools and industry standards to manage it's network and provides the following disclosures about our network management practices and policies:

1. **Blocking:** WT Services does not block lawful internet content.
2. **Paid Prioritization:** WT Services does not prioritize Internet for consideration to benefit particular content, applications, services or devices. WT Services does not have plans to enter into paid prioritization deals to create fast lanes.
3. **Throttling:** WT Services does not throttle or impair lawful internet traffic.
4. **Affiliated Prioritization:** WT Services does not prioritize internet traffic and has no plans to do so.
5. **Congestion Management:** WT Services monitors the connections on it's network on a daily basis to determine the utilization rate. If congestion occurs on the network, we will take appropriate measures to relieve the congestion.

Conclusion

Thank you for this opportunity to present this proposal for internet services for the TEA Connect Texas Program.

Amy Linzey

C.E.O.

Office: 806-364-3331

Amy.Linzey@wtrtcoop.com



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Tab 1

Draft Contract and Offer and Contract Signature Form (Appendix A)

a. Terms and Conditions Acceptance Form (Appendix B)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2021 by and between WT Services Inc ("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.

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.
- 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).

CONTRACT

- 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
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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 WT Services Inc

Address PO Box 1776

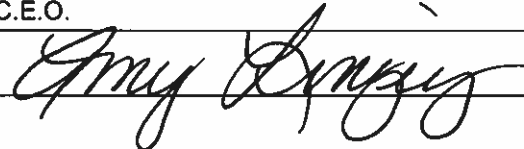
City/State/Zip Hereford, Texas 79045-1776

Telephone No. 806-364-3331

Email Address amy.linzey@wtrtcoop.com

Printed Name Amy Linzey

Title C.E.O.

Authorized signature 

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

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)
§2, pg.1	Scope	Modified Language: 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. <u>Contractor's performance shall be subject to the terms of the Master Service Agreement between Contractor and Region 4 ESC of even date herewith (the "MSA"), subject to the Order of Precedence set forth in Section 4 below.</u> Explanation:	

		Contractor is providing its standard Master Service Agreement for Governmental Customers as contemplated by Section 7 of RFP III Instructions to Offerors. The Master Service Agreement is included in Appendix C. The Master Service Agreement should be referenced in this Contract.	
§3, pg.1	Form of Contract	<p>Modified Language:</p> <p>The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s), <u>and the MSA.</u></p> <p>Explanation:</p> <p>Same comment as above.</p>	
§4, pg.2	Order of Precedence	<p>Modified Language:</p> <p>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:</p> <ul style="list-style-type: none"> i. This Contract ii. Offeror's Best and Final Offer iii. Offeror's proposal iv. RFP and any addenda v. <u>The MSA</u> <p>Explanation:</p> <p>Same comment as above.</p>	
§5, pg.2	Commencement of Work	<p>Modified Language:</p> <p>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. <u>To the extent practicable, the form of such purchase order or writing shall be the form of Service Order attached to the MSA.</u></p>	

		<p>Explanation:</p> <p>Contractor's Master Service Agreement includes a Service Order specific for telecommunications services. Orders should be placed using this form of Service Order where feasible.</p>	
§7, pg.2	Assignment of Contract	<p>Modified Language:</p> <p>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.). <u>Notwithstanding the foregoing, the parties acknowledge that Contractor may provide certain products and services through its affiliates without such approval or notice; provided that the Contractor will at all times remain primarily responsible for its affiliates' provision of such products or services pursuant to the terms of this Contract.</u></p> <p>Explanation:</p> <p>The Contractor is a wholly-owned subsidiary of West Texas Rural Telephone Cooperative, Inc., a Texas telephone cooperative and certificated incumbent local exchange provider (ILEC). The Cooperative and/or other Cooperative affiliates may be involved in service provisioning including within the Cooperative's regulated ILEC territory.</p>	
§11.a, pg.2-3	Cancellation for Non-Performance or Contractor Deficiency	<p>Modified Language:</p> <p><u>Subject to the continuation of any active Service Orders under the MSA, Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. If Contractor fails to cure such deficiency within the time period set out below, 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</u></p>	

		<p>contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <p>...</p> <p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days <u>thirty (30) days</u> 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.</p> <p>Explanation:</p> <p>Contractor will timely address any deficiencies but requires a standard 30-day cure period.</p>	
§11.b, pg.3	Termination for Cause	<p>Modified Language:</p> <p>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 <u>and in either case fails to cure such failure or violation within thirty (30) days of Region 4 ESC's written notice of such failure or deficiency,</u> 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.</p> <p>Explanation:</p>	

		Same comment as above.	
§11.c, pg.3	Delivery/Service Failures	<p>Modified Language:</p> <p>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 <u>following notice delivered under Section 11.b.</u> 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.</p> <p>Explanation:</p> <p>Same comment as above. Contractor will typically identify firm order confirmation / service commitment dates in its Service Orders and will target those dates for service delivery and turn-over. The Master Service Agreement permits cancellation of any Service Order for which a firm order confirmation / service commitment date is missed by a certain threshold.</p>	
§11.e, pg.3	Standard Cancellation	<p>Modified Language:</p> <p><u>Subject to the continuation of any active Service Orders under the MSA,</u> 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 / <u>Service Order.</u></p> <p>Explanation:</p> <p>Active Service Orders should continue following any termination by Region 4 ESC for convenience.</p>	

<p>§18, pg.4</p>	<p>Audit Rights</p>	<p>Modified Language:</p> <p>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 <u>under this Contract that is materially inconsistent with the pricing under this agreement Offeror's proposal or Best and Final Offer</u>, 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. <u>Region 4 ESC shall give Contractor reasonable advance notice of any audit, and any on-site audit shall be conducted during Contractor's normal business hours.</u></p> <p>Explanation:</p> <p>Pricing will be as committed in the Offeror's / Contractor's response(s) to the RFP. As to its other services and customers, Contractor offers a wide variety of services and pricing that may be variable from the pricing committed in the RFP due to the nature of the service or customer types.</p> <p>Contractor also requires advance notice of any audit so that it can appropriately prepare and ensure that the requested documentation is available for review.</p>	
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§21, pg.5	Options	<p>Modified Language:</p> <p>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 <u>subject to mutual agreement between Region 4 ESC and Contractor as to pricing and functionality of the optional equipment.</u></p> <p>Explanation:</p> <p>Contractor may offer different equipment from time-to-time depending on the nature of the service requested, technology changes, etc. In this case, pricing would be identified in the applicable Service Order and agreed as between Region 4 ESC and Contractor.</p>	
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Tab 2

Products/Pricing

- 1: & 7: See attached maps of available service areas for WT Services and West Texas Rural Telephone Cooperative along with End User applications showing pricing information for the various for Internet services we have in the different areas. A \$2.00 monthly CIPA filtering charge per end user will apply under this contract.
- 2: Equipment required for connection to the internet will not be charged to the end user nor an initial equipment deposit will be required. If the equipment is not returned upon termination of services, a \$150 lost equipment fee will be charged to the account.
- 3: School districts may terminate services to an individual household before the end of the school year upon the request to do so by the local school district.
- 4: Our proposal includes the ability to accommodate the standard Children's Internet Protection Act (CIPA) content filtering requirements. This service will be provided at \$2.00 per month per end user.
- 5: WT Services coverage maps for Hereford, Friona, Bovina, and Bushland Texas are attached showing the areas where we can provide the 25/3 mbps minimum. Dead zones or areas that currently do not have these minimum services could be targeted for service in the future if deemed feasible but is not promised or conveyed.
- 6: WT Services has staff at all levels of our organization that are bilingual in English and Spanish so that we can support all our end users.
- 8: Shipping charges are not applicable to end users within our service areas.
- 9: There are no billable warranties with the products or services to our end users.



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

Tab 2

Products/Pricing

- 10: If lost equipment is billed to the end user account and then later returned to our companies, a credit will be issued back to the account.
- 11: The only available discounts we have available for the end user is a 1% Bank Draft discount if they choose to remit payment in that manner. Bank drafts are ran no sooner than the 20th of each calendar month and will draft the amount due as of the 1st of month. The discount shows up as a credit on the account statement.
- 12: Payment methods accepted are bank draft, cash, check, ACH, money order and credit card.
- 13: While price changes do occur from time to time as deemed necessary, the attached pricing for the various Internet offerings will not change during the term of this contract. Pricing will not exceed prices shown on the attached applications and will not offer cost plus pricing as a primary pricing structure.
- 14: Any future new product introductions will be communicated to Region 4 if and when they occur.
- 15: End users in the Friona and Bovina WT Services service areas and the regulated West Texas Rural Telephone rural service area are required to have a phone line to be able to access internet service. End users in the Hereford and Bushland service areas are not required to have a phone line.

WT Services, Inc.

Hereford Exchange

Hereford, Texas

Legend

 25x3Mbps Area



Google Earth

© 2021 Google

4 mi



* Hereford Application For (FIBER) Services

All accounts subject to partial & full month billing charges. Billing charges are pro-rated & billed one month in advance. Prices subject to change due to programming increases.

Date/Fecha	Best number to be reached at? Numero de Telefono	Requested Telephone Number to port
Name/Nombre	Do you have a sprinkler system? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Billing Address/Dirreccion	Zip/Codigo Postal	Physical Address
Date of Birth/Fecha de Nacimiento	Social Security # / Numero de Seguro	
Drivers License #	Deposit(s) will be required if your credit score falls below 680	
Do you have dogs? <input type="checkbox"/> Yes <input type="checkbox"/> No	Where will the dogs be contained?	
Type of Service <input type="checkbox"/> Business <input type="checkbox"/> Residential	Do you own or rent you home? <input type="checkbox"/> Homeowner <input type="checkbox"/> Renter	

WT Services Pick a Pak Multi Service Bundle Options (Residential Customers ONLY)

<input type="checkbox"/> <u>Phone-Internet</u> \$69.95 <u>(Does not include taxes-surcharges)</u> <ul style="list-style-type: none"> >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >10 meg full throttle internet (10 down-5 up) > Bump up to 50meg for \$20, 100meg for \$50 > Add a 125 minute Mexico Calling Plan \$14.95 	<input type="checkbox"/> <u>Phone-Internet-Essential TV</u> \$115.95 <u>(Does not include taxes-surcharges)</u> <ul style="list-style-type: none"> >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >Essential TV with 1 TV Set Top Box >10 meg full throttle internet (10 down-5up) > Bump up to 50meg for \$20, 100meg for \$50 > Bump up to Enhanced TV for \$56 > Add a 125 minute Mexico Calling Plan \$14.95 	<input type="checkbox"/> <u>Phone-Internet-Enhanced TV</u> \$195.50 <u>(Does not include taxes-surcharges)</u> <ul style="list-style-type: none"> >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >Expanded TV with 2 TV Set Top Boxes >20 meg full throttle internet (20 down - 10 up) > Bump up to 50meg for \$20, 100meg for \$50 > Add a 125 minute Mexico Calling Plan \$14.95
<input type="checkbox"/> <u>Phone-Essential TV</u> \$75.95 <u>(Does not include taxes-surcharges)</u> <ul style="list-style-type: none"> >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >Essential TV with 1 TV Set Top Box > Bump up to Enhanced TV for \$65 > Add a 125 minute Mexico Calling Plan \$14.95 	<input type="checkbox"/> <u>Enhanced TV-Internet</u> \$160.50 <u>(Does not include taxes-surcharges)</u> <ul style="list-style-type: none"> >Expanded TV with 2 TV Set Top Boxes >20 meg internet (20 down - 10 up) > Bump up to 50meg for \$20, 100meg for \$50 	<input type="checkbox"/> <u>Phone-1Gig Internet-Enhanced TV</u> \$276.95 <u>(Does not include taxes-surcharges)</u> <ul style="list-style-type: none"> >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance. >Expanded TV with 2 TV Set Top Boxes >1Gig/20 Up >Wifi Wizard Router >Command IQ >Protect IQ >Add a 125 minute Mexico Calling Plan \$14.95

WT Services-Telephone
Monthly rates do not include 911, USF charges or taxes.

WT 360° TV
Service based on availability.

<input type="checkbox"/> Residential \$17.16/ month	<input type="checkbox"/> Business \$33.61/ month	<input type="checkbox"/> \$42.50 Essential includes 1 set Top Box	<input type="checkbox"/> \$116.50 Enhanced Includes 2 set Top Boxes
		Additional 360° TV Options	
		<input type="checkbox"/> \$22.00 HBO <input type="checkbox"/> \$16.00 Cinemax <input type="checkbox"/> \$16.00 Starz & Encore <input type="checkbox"/> \$20.00 Showtime/Movie Ch.	<input type="checkbox"/> \$36.00 HBO and Showtime <input type="checkbox"/> \$33.00 HBO and Starz or Cinemax <input type="checkbox"/> \$28.00 Showtime and Starz or Cinemax <input type="checkbox"/> \$27.50 Cinemax and Starz <input type="checkbox"/> \$46.00 HBO, Showtime and your choice <input type="checkbox"/> \$56.00 All Premiums
		<input type="checkbox"/> \$9.95 High Def Service	

- DVR and TV Set Top Boxes Option:
- | | |
|---|--|
| <input type="checkbox"/> \$9.95 Add a DVR | <input type="checkbox"/> \$4.95 Additional Set Top Boxes |
| <input type="checkbox"/> \$7.95 each additional DVR | <input type="checkbox"/> \$3.50 with bundle |
| <input type="checkbox"/> \$14.95 Home DVR | |

Television set top boxes are the property of WT Services and are provided as leased equipment. In the event of service disconnection, the customer agrees to return all leased equipment to WT Services. In the event of damage, destruction or failure to return, the customer will be responsible for the full retail purchase price of the leased equipment

Full Throttle Internet

\$34.95 (6 meg down/3meg up)

\$39.95 (10 meg down/5meg up)

\$59.95 25 meg down/10 meg up)

\$84.95 (50 meg down/10 meg up)

\$159.95 (100 meg down/10 meg up)

USERNAME:

PASSWORD:

Telephone-Internet-(BUSINESS BUNDLE)

\$59.99

(Save 52.57 monthly / 630.84 yearly)
(Taxes-surcharges not included)

>Local Phone (1 line), Caller ID & 9 Other Calling Features

>200 minutes Nationwide Long Distance

>10Mg Full Throttle Internet Included (10 down - 5 up)

> Bump up to 50meg for \$20, 100meg for \$50

The username will become your email address .Username and password must be lowercase, 3 to 16 characters long and can include numbers and letters, but no symbols or spaces.

Calling features	Cost per Month	Calling Features	Cost Per Month	Calling Features	Cost Per Month
3 Way Calling	\$1.50	Distinctive Ringing	\$1.50	Speed Call - 8 Number	\$1.50
Anonymous Call Rejection	\$1.50	Do Not Disturb	\$1.50	Speed Call - 30 Numbers	\$3.00
Call Forwarding	\$1.50	Find Me, Follow Me	\$6.50	Touch Tone	\$1.50
Call Forward - Busy	\$1.50	Non-Published Number	\$1.00		
Call Forward - No Answer	\$1.50	Personal Ring - 2 Numbers	\$3.00	Voice Mail	\$5.00
Call Return (*69)	\$1.50	Personal Ring - 3 Numbers	\$6.00	Toll Restriction (Complete)	\$0.00
Caller ID	\$6.50	Repeat Dialing	\$1.50	Toll Restriction (800 Capable)	\$0.00
Caller ID/Call Waiting	\$1.50	Reminder Calls - Scheduled	\$1.50	Toll Restriction (Pin Access)	\$1.50
Call Waiting/Cancel CW	\$1.50	Reminder Calls - Single Time	\$1.50	International Call Block	\$0.00
Detached Extension	\$1.50	Selective Call Acceptance	\$1.50	Collect Call Block	\$0.00
Detached Ext. per 1/4 mile	\$0.75	Selective Call Rejection	\$1.50	3rd Party Call Block	\$0.00

In this request for service I authorize local number portability and grant easement to allow construction and maintenance of cable used to provide telecommunications related service to the premises for which I am requesting service.

By signing below, the customer acknowledges requesting FTTP/Internet service from WT Services, Inc., and agrees to accept The terms and conditions stated above and on the "WT Services, Inc. Internet and High Speed Service Agreement."

Customer Authorization for Credit Check

Signature/ Firma _____

Date/ Fecha _____

Print Name _____

Color/Sport	Due Date
Color/Deporte	
CPNI Pass	SO#
(CPNI-Customer Proprietary Network Information)	


119 East 4th Street, P.O. Box 1817 • Hereford, TX 79045
el. 806.360.9000 • Fax. 806.360.9050

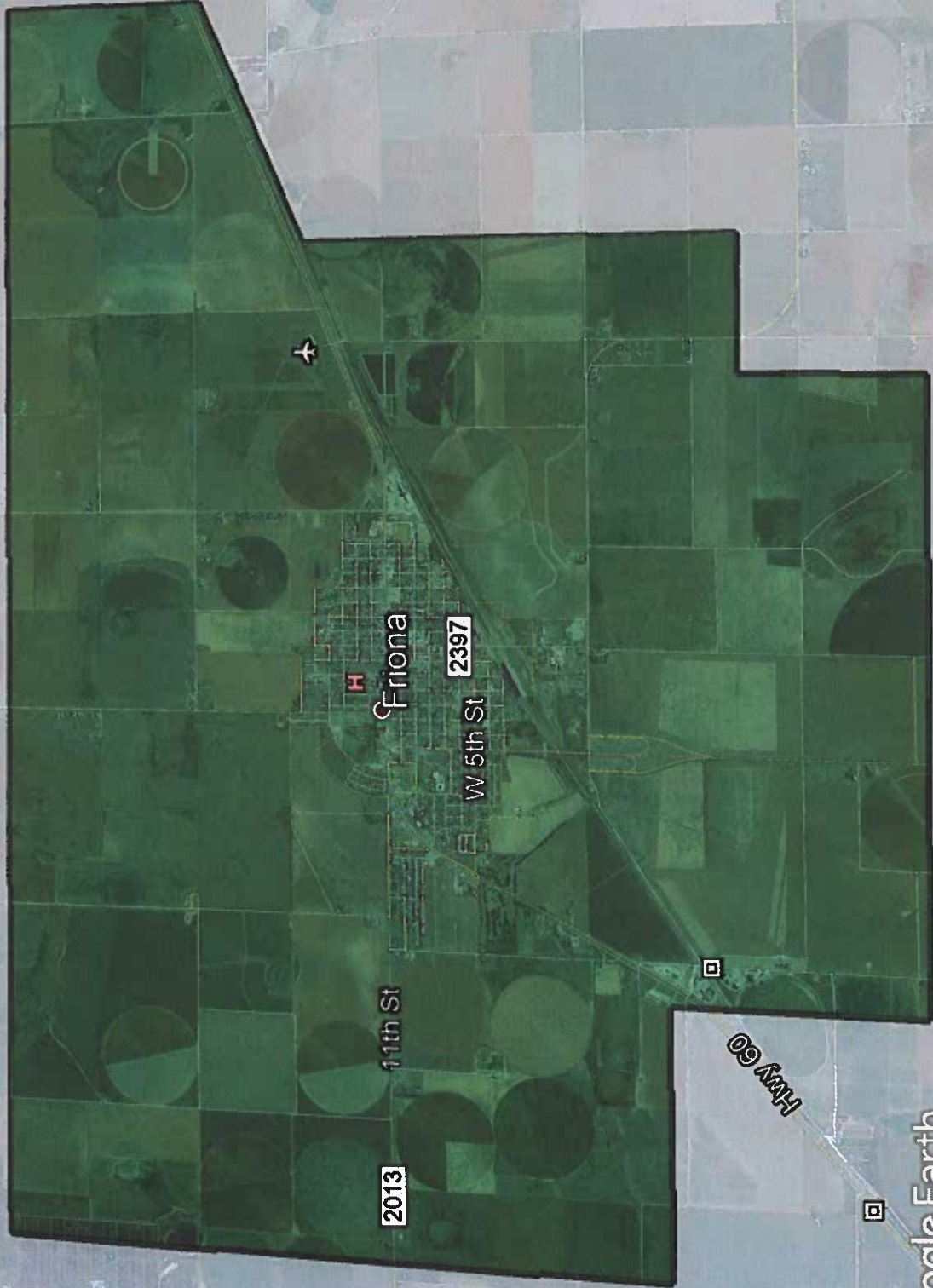
WT Services, Inc.

Friona Exchange

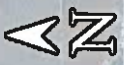
Friona, Texas

Legend

 25x3mbps Area



2 mi



Google Earth

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WT Services Inc.

Bovina Exchange

Bovina, Texas

S 3rd St

1731

86

22 Bovina

60

HWY 60

Legend

- Bovina
- 🏛 Bovina City Hall
- 🌿 25x3mbps area



1 mi

Google Earth

© 2021 Google



* Friona-Bovina Application
For (VDSL) Services

All accounts subject to partial & full month billing charges.
Billing charges are pro-rated & billed one month in advance.
Prices subject to change due to programming increases.

Telephone Number	Do you want to keep this number? <input type="checkbox"/> Yes <input type="checkbox"/> No	Best number to be reached at?
Name		Do you have a sprinkler system? <input type="checkbox"/> Yes <input type="checkbox"/> No
Billing Address		Directory Address
Date of Birth		Social Security #
Drivers License #		Deposit(s) will be required if your credit score falls below 680
Do you have dogs? <input type="checkbox"/> Yes <input type="checkbox"/> No		Where will the dogs be contained?
Type of Service <input type="checkbox"/> Business <input type="checkbox"/> Residential		Do you own or rent you home? <input type="checkbox"/> Homeowner <input type="checkbox"/> Renter

WT Services Pick a Pak Multi Service Bundle Options (Residential Customers ONLY)

<input type="checkbox"/> Phone-Internet \$69.95 (Does not include taxes-surcharges) >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >10 meg full throttle internet (10 down-5 up) > Bump up to 20meg for \$10 > Add a 125 minute Mexico Calling Plan \$14.95	<input type="checkbox"/> Phone-Internet-Essential TV \$115.95 (Does not include taxes-surcharges) >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >Essential TV with 1 TV Set Top Box >10 meg full throttle internet (10 down-5up) > Bump up to 20meg for \$10 > Add a 125 minute Mexico Calling Plan \$14.95	<input type="checkbox"/> Phone-Internet-Enhanced TV \$195.50 (Does not include taxes-surcharges) >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >Expanded! TV with 2 TV Set Top Boxes >20 meg full throttle internet (20 down - 10 up) > Add a 125 minute Mexico Calling Plan \$14.95
<input type="checkbox"/> Phone-Essential TV \$75.95 (Does not include taxes-surcharges) >1 Phone Line with Voice Mail, Caller ID, Call Waiting, & Cancel Call Waiting, & Unlimited Nationwide Long Distance >Essential TV with 1 TV Set Top Box > Bump up to Enhanced TV for \$65 > Add a 125 minute Mexico Calling Plan \$14.95	<p>Check Out Our New IPTV Now Available</p>	
<p>Ask About The Home DVR!!!</p>		

WT Services-Telephone **WT 360° TV**
 Monthly rates do not include 911, USF charges or taxes. Service based on availability.

<input type="checkbox"/> Residential \$13.50/ month <input type="checkbox"/> Business \$22.45/ month	<input type="checkbox"/> \$42.50 Essential Includes 1 set Top Box	<input type="checkbox"/> \$116.50 Enhanced Includes 2 set Top Boxes
	Additional 360° TV Options <input type="checkbox"/> \$22.00 HBO <input type="checkbox"/> \$16.00 Cinemax <input type="checkbox"/> \$16.00 Starz & Encore <input type="checkbox"/> \$20.00 Showtime / The Movie Channel <input type="checkbox"/> \$9.95 High Def Service	Package Options for the Premium Channels <input type="checkbox"/> \$36.00 HBO and Showtime <input type="checkbox"/> \$33.00 HBO and Starz or Cinemax <input type="checkbox"/> \$28.00 Showtime and Starz or Cinemax <input type="checkbox"/> \$27.50 Cinemax and Starz <input type="checkbox"/> \$46.00 HBO, Showtime and your choice <input type="checkbox"/> \$56.00 All Premiums

DVR and TV Set Top Boxes Option:

<input type="checkbox"/> \$9.95 Add a DVR	<input type="checkbox"/> \$4.95 Additional Set Top Boxes
<input type="checkbox"/> \$7.95 each additional DVR	<input type="checkbox"/> \$3.50 with bundle <input type="checkbox"/> \$14.95 Home DVR

Television set top boxes are the property of WT Services and are provided as leased equipment. In the event of service disconnection, the customer agrees to return all leased equipment to WT Services. In the event of damage, destruction or failure to return, the customer will be responsible for the full retail purchase price of the leased equipment

Full Throttle Internet

\$34.95 (6 meg down/3meg up)

\$39.95 (10 meg down/5meg up)

\$59.95 (25 meg down/10 meg up)

USERNAME:

PASSWORD:

Telephone-Internet-(BUSINESS BUNDLE)
(\$59.99)

(Save 52.57 monthly / 630.84 yearly)
(Taxes-surcharges not included)

>Local Phone (1 line), Caller ID & 9 Other Calling Features

>200 minutes Nationwide Long Distance

>10Mg Full Throttle Internet Included (10 down – 5 up)

> **Bump up to 20meg for \$10**

> (Higher Speeds May Be Available)

Username and password must be lowercase, 3 to 16 characters long and can include numbers and letters, but no symbols or spaces. The username will become your email address.

Calling features	Cost per Month	Calling Features	Cost Per Month	Calling Features	Cost Per Month
3 Way Calling	\$1.50	Distinctive Ringing	\$1.50	Speed Call – 8 Number	\$1.50
Anonymous Call Rejection	\$1.50	Do Not Disturb	\$1.50	Speed Call – 30 Numbers	\$3.00
Call Forwarding	\$1.50	Find Me, Follow Me	\$6.50	Touch Tone	\$1.50
Call Forward - Busy	\$1.50	Non-Published Number	\$1.00		
Call Forward – No Answer	\$1.50	Personal Ring – 2 Numbers	\$3.00	Voice Mail	\$5.00
Call Return (*69)	\$1.50	Personal Ring – 3 Numbers	\$6.00	Toll Restriction (Complete)	\$0.00
Caller ID	\$6.50	Repeat Dialing	\$1.50	Toll Restriction (800 Capable)	\$0.00
Caller ID/Call Waiting	\$1.50	Reminder Calls – Scheduled	\$1.50	Toll Restriction (Pin Access)	\$1.50
Call Waiting/Cancel CW	\$1.50	Reminder Calls – Single Time	\$1.50	International Call Block	\$0.00
Detached Extension	\$1.50	Selective Call Acceptance	\$1.50	Collect Call Block	\$0.00
\$0.75		Selective Call Rejection	\$1.50	3rd Party Call Block	\$0.00

In this request for service I authorize local number portability and grant easement to allow construction and maintenance of cable used to provide telecommunications related service to the premises for which I am requesting service.

By signing below, the customer acknowledges requesting FTTP/Internet service from WT Services, Inc., and agrees to accept the terms and conditions stated above and on the "WT Services, Inc. Internet and High Speed Service Agreement."

Customer Authorization for Credit Check

Signature _____

Date _____

Print Name _____

Color/Sport	CSR
CPNI Pass	SO#
(CPNI-Customer Proprietary Network Information)	

1010 Columbia, PO Box 489 • Friona, TX 79035
Tel. 806.250.5555 • Fax. 806.250.5550

WT Services, Inc.

Bushland Area

Bushland, Texas

Legend



25x3mbps Area



4 mi

Bushland

Soncy Rd

S Soncy Rd

40B

335

Google Earth

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[CONTACT US](#)

Services Requested (Prices do not include taxes and or surcharges)

Service Options: Standard installation of Broadband Internet service waived. Other installation charges may apply. *

- 20 Meg Broadband Internet \$59.95 1 GIG/100Mbps Broadband Internet \$69.95 per month Essential Digital Television \$42.50 per month
- Expanded Digital Television \$116.50 per month Voice (Home Phone) with domestic long distance \$39.95 per month 1 GIG Internet/Essential TV Bundle \$104.50 per month
- 1 GIG Internet/Expanded TV Bundle \$182.50 per month

WT Services Internet User Name (will become your email address. Must be lowercase, 3-16 characters, including numbers or letters. No symbols or spaces).

WT Services Internet Password (Needs to include uppercase letter)

Requested telephone number to port Do you wish to keep this telephone number? (if applicable)

Yes No

Additional service items and monthly rates: (TV set top boxes are the property of WT Services Bushland and are provided as leased equipment. In the event of service disconnection, the customer agrees to return all leased equipment to WT Services Bushland. In the event of damage, destruction or failure to return leased equipment, the customer will be responsible for the full retail price of said equipment).

- WIFI Wizard 2.0 (\$11.95)





West Texas Rural Telephone Cooperative, Inc.

All Exchanges

West Texas Rural Tele Coop.

Legend

-  25x3mbps Capable Area
-  West Texas Rural Tel Exchange

Hereford

Glovis

86

385

70

Google Earth

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Image Landsat / Copernicus

20 mi



P.O. Box 1737
Hereford Tx 79045
Phone 806-364-3331 Fax 806-276-5219

FTTP SERVICE AGREEMENT

Current Customer YES NO New Customers must complete Application for Membership Form

Customer Name _____ Date _____

Main Phone # _____ Contact Phone # _____

Billing Address _____ City _____ State _____ ZIP _____

Physical Address _____

Drivers License # _____ Social Security # _____ Date of Birth _____

Do You Own or Rent Your Home? Own Rent Property Owners Name _____

Type of Service Business Residential Property Owners Phone # _____

Phone Service

No Change to Current Plan \$17.50 Residential \$20.25 Business Per line rates do not include other federal & state fees including the FCC Subscriber Line Charge (\$6.50 residential/\$9.20 business) and Access Recovery Charge \$3.00

Calling Feature	Cost per Month	Calling Feature	Cost Per Month	Calling Feature	Cost Per Month
3 Way Calling	\$1.50	Do Not Disturb	\$1.50	Speed Call - 8 Number	\$1.50
Anonymous Call Rejection	\$1.50	Find Me, Follow Me	\$6.50	Speed Call - 30 Numbers	\$6.50
Call Forwarding	\$1.50	Non-Published Number	\$1.00		
Call Forward - Busy	\$1.50	Personal Ring - 2 Numbers	\$3.00	Voice Mail	\$5.00
Call Forward - No Answer	\$1.50	Personal Ring - 3 Numbers	\$6.00	Toll Restriction (Complete)	\$0.00
Call Return (*69)	\$1.50	Repeat Dialing	\$1.50	Toll Restriction (800 Capable)	\$0.00
Caller ID	\$6.50	Reminder Calls - Scheduled	\$1.50	Toll Restriction (Pin Access)	\$1.50
Caller ID/Call Waiting	\$1.50	Reminder Calls - Single Time	\$1.50	International Call Block	\$0.00
Call Waiting/Cancel CW	\$1.50	Selective Call Acceptance	\$1.50	Collect Call Block	\$0.00
Distinctive Ringing	\$1.50	Selective Call Rejection	\$1.50	3rd Party Call Block	\$0.00

Hereford Long Distance Service Plan Selection
Domestic Calls Only
(Select if Applicable)

Monthly minutes 200 \$8.00 1000 \$35.00
 Monthly minutes 400 \$15.00 2000 \$65.00
 Additional domestic calls at 5 cents per minute

Hereford Long Distance Service - Mexico Calling Plan

Monthly minutes 125 \$14.95
 Additional calls to Mexico at 15 cents per minute

PIC Freeze (check box to freeze)

I wish to place a preferred carrier freeze on my telephone number to prevent my selection from being changed without my written or oral permission.

Internet Services and Rates (Non-Bundle Rates)

	10.0 MBPS	25.0 MBPS	50.0 MBPS	100.0 MBPS	500.0 MBPS
Maximum Downspeed	10.0 MBPS	25.0 MBPS	50.0 MBPS	100.0 MBPS	500.0 MBPS
Maximum Upload	5.0 MBPS	10.0 MBPS	10.0 MBPS	10.0 MBPS	20.0 MBPS
Residential Monthly FTTP/ Internet Rate*	<input type="checkbox"/> \$66.95	<input type="checkbox"/> \$89.95	<input type="checkbox"/> \$119.95	<input type="checkbox"/> \$159.95	<input type="checkbox"/> \$229.95
Business Monthly FTTP/ Internet Rate*	<input type="checkbox"/> \$82.95	<input type="checkbox"/> \$139.95	<input type="checkbox"/> \$199.95	<input type="checkbox"/> \$249.95	<input type="checkbox"/> \$329.95

Internet Services require the purchase of a basic phone line.

IPTV (Non-Bundle Rates)

\$42.50 **Essential** Includes 1 set Top Box \$116.50 **Enhanced** Includes 2 set Top Boxes

Additional TV Options

\$22.00 **HBO**
 \$16.00 **Cinemax**
 \$17.50 **Starz & Encore**

\$20.00 **Showtime / The Movie Channel**
 \$36.00 **HBO and Showtime**
 \$33.00 **HBO and Starz or Cinemax**
 \$56.00 **All Premiums**

Package Options for Premium Channels

\$28.00 **Showtime and Starz or Cinemax**
 \$26.00 **Cinemax and Starz**
 \$46.00 **HBO, Showtime and your choice**

\$9.95 **Add a DVR** \$14.95 **Home DVR** \$11.95 **Wi-Fi Wizard Router**
 \$7.95 **Each Additional DVR** \$9.95 **High Def Service** \$4.95 **Additional Set Top Boxes**
 \$20.95 **Wi-Fi Max**

IPTV Services require the purchase of a basic phone line.

Residential Internet Service Bundle - Includes Internet, 2 Phone Lines, Free LD minutes and Calling Features

Maximum Downspeed	10.0 MBPS	25.0 MBPS	50.0 MBPS	100.0 MBPS	500.0 MBPS
Maximum Upload	5.0 MBPS	10.0 MBPS	10.0 MBPS	10.0 MBPS	20.0 MBPS

Residential 2 Line Bundle w/ FTTP/ Int** \$96.95 \$119.95 \$149.95 \$189.95 \$259.95

Package includes *** 200 Free Hereford Long Distance Minutes per Month (domestic calls only) and all calling features listed on page 1.

The Works Residential Bundle - Includes Phone, IPTV and Internet Service Bundle

\$194.50 **The Works Residential Package**

Includes the following: 10.0 mbps Download/5.0 mbps Upoad Internet
Wi-Fi Wizard Router and Ap

Enhanced IPTV w/200+ Channels
Two -Set Top Boxes

Two - Phone Lines with Unlimited Long Distance *** (domestic calls only)
21 Calling Features (listed on previous page)

Additional Options for THE WORKS Package

Package Options for Premium Channels

<input type="checkbox"/> \$22.00 HBO	<input type="checkbox"/> \$20.00 Showtime / The Movie Channel	<input type="checkbox"/> \$28.00 Showtime and Starz or Cinemax
<input type="checkbox"/> \$16.00 Cinemax	<input type="checkbox"/> \$36.00 HBO and Showtime	<input type="checkbox"/> \$27.50 Cinemax and Starz
<input type="checkbox"/> \$17.50 Starz & Encore	<input type="checkbox"/> \$33.00 HBO and Starz or Cinemax	<input type="checkbox"/> \$46.00 HBO, Showtime and your choice
	<input type="checkbox"/> \$56.00 All Premiums	
<hr/>		
<input type="checkbox"/> \$9.95 Add a DVR	<input type="checkbox"/> \$14.95 Home DVR	<input type="checkbox"/> \$11.95 Wi-Fi Wizard Router
<input type="checkbox"/> \$7.95 Each Additional DVR	<input type="checkbox"/> \$20.95 Wi-Fi Max	<input type="checkbox"/> \$3.50 Additional Set Top Boxes
<hr/>		
<input type="checkbox"/> \$20.00 Upgrade to 25 mbps Download	<input type="checkbox"/> \$60.00 Upgrade to 100 mbps Download	
<input type="checkbox"/> \$40.00 Upgrade to 50 mbps Download		

All Prices exclude mandatory taxes, fees, surcharges and FCC access recovery charge. Prices are subject to change upon notice.

If the internet service is disconnected prior to the end of the 6-month minimum service commitment period, the customer will be charged either a Temporary Suspension Fee or a Early Termination Fee of \$25.00.

*** Customer must have Hereford Long Distance Services picked as their long distance provider. Free minutes apply **only to domestic** calls.

All equipment above is property of West Texas Rural Telephone Cooperative, Inc. and is provided as leased equipment. In the event of service disconnection, the customer agrees to return all leased equipment to West Texas Rural Telephone. In the event of damage, destruction or failure to return, the customer will be responsible for the full retail purchase price of the leased equipment.

Do You Have a Current WTRT / WTS Internet Account no yes

User Name: _____ Password: _____

User Name & Password must be lowercase, 3 to 16 characters long and can include numbers and letters, but no symbols or spaces. Make it something you can remember but would not be obvious to someone else. User name is your e-mail address

Agreement

The Customer (undersigned) acknowledges requesting service from West Texas Rural Telephone Cooperative Inc. (WTRT). By signing below, customer accepts all the terms and conditions of service stated above and of the attached WTRT Internet and DSL Service Agreement. Customer also agrees that (WTRT) may perform a credit check with a credit reporting agency and may require a deposit if customer credit score falls below the minimum credit score established by (WTRT).

Customer Signature _____ *Date* _____



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

Tab 3

Performance Capability

a. OMNIA Partners documents (Appendix D)

- 1: Detailed responses to Appendix D, Exhibit A, Section 3.0 Supplier Responses will be included in bullet point #17 below. Volume and activity of services provided under this contract will be pulled from our billing system and reported in the Contract Sales Reporting Template as shown in Exhibit E of Appendix D.
- 2 & 3: Signed & initialed copies of Exhibit A, Appendix B, C, and F are enclosed in this Tab 3.
- 4: WT Services Inc understands the Scope of Work and TEA Connect Texas Program requirements. Processes and procedures will be set in place to make sure each of the contract requirements.
- 5: WT Services Inc and West Texas Rural Telephone Cooperative broadband data performance standard is to be the best internet provider in our service area while providing the best customer service to our customers. Internet speeds ordered and installed at End User locations are tested and verified with each installation.
- 6: Our network reliability and disaster recovery plans are insured and implemented by our network being based on ring technology for redundancy. We have diversity in our backhaul to multiple internet backhaul providers with IT technicians on staff and engineers available on a 24/7 basis to address any possible outage.
- 7: To address security and ensure privacy on our network, our IT staff routinely run security audits to check for and address vulnerable areas. We have a DDos Sever to mitigate attacks on our network. We are current with all firmware upgrades and continually monitor for any new patches for the equipment within our network.
- 8: Planned outages are communicated through our Operations Center, after hour call center, and all department Managers are notified beforehand. Information is posted on Social Media, our Web Sites and local IPTV channel.
- 9: During regular business hours, our Operations Center handles all emergency request and orders. After regular business hours, our call center will notify our On-call technicians on any troubles or issues.
- 10: We have a 99% rate for on time installations. We rarely ever miss a scheduled appointment for an installation and keep plenty of equipment on hand for installs. Average time of installation varies depending on how much wiring is required (any where from 30 minutes to 3 hours).



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Performance Capability

- 11: If the equipment is not returned upon termination of services, a \$150 lost equipment fee will be charged to the account. If this equipment is later returned, a credit will be issued back to the account.
- 12: End User service and problem resolution is handled by contacting the Operations Center through a trouble number or calling one of office locations during regular business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 13: Invoicing to Region 4 will be created on the 1st of each month and either mailed or accessed through our customer portal. Payment Due Terms are 20th day of the month of billing with acceptable payment methods being bank draft, cash, check, ACH, money order and credit card. There are no additional fees associated with paying by credit credit or any form of payment.
- 14: If awarded the contract, our company will put processes and procedures in place as outlined in the RFP.
- 15: WT Services Inc and West Texas Rural Telephone Cooperative are both in good financial standing as evidenced by our annual outside audit.
- 16: Our websites are set up for our various service areas and allow Region 4 to determine what services we have to offer, pay their bills on-line, what our company background is, and order services. Our websites are: <https://wtservicesbushland.com> <https://wtservicesfriona.com> <https://wtserviceshereford.com> <http://wtrt.net>
- 17: Appendix D, Exhibit A, Section 3.1: A: WT Services Inc and West Texas Rural Telephone Cooperative have been providing telecommunication services for 24 years and 69 years respectively. Our broadband internet services is provided by several technologies including DSL, VDSL, and Fiber Optic. Both companies continue to build out and expand our Fiber network.
- 17: Appendix D, Exhibit A, Section 3.1: B: Business offices and support centers for both companies are located at: (1) 3425 Highway, Hereford, Texas 79045; (2) 119 East 4th Street, Hereford, Texas 79045; (3) 1010 Columbia Street, Friona, Texas 79035
- 17: Appendix D, Exhibit A, Section 3.1: C: Combined annual sales for both of our companies was: \$13,815,952 for FY 2020, \$13,403,584 for FY 2019, and \$12,915,229 for FY 2018. WT Services FEIN is 75-1876917, DUNS 19-019-2112. West Texas Rural Telephone FEIN 75-0841316, DUNS 00-282-7061



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Performance Capability

- 17: Appendix D, Exhibit A, Section 3.1: D: Some of our green or environmental practices are recycling excess cardboard and limiting truck roles thus reducing carbon emissions and gasoline usage by trouble shooting End User problems over the phone when possible.
- 17: Appendix D, Exhibit A, Section 3.1: E: Annually our companies gather financial data of our purchases from Historically Underutilized Businesses (HUBs) as designated by the state of Texas and report those amounts to the State of Texas.
- 17: Appendix D, Exhibit A, Section 3.1: F: We do not hold any certificates as being a Minority Woman Business Enterprise, SBE, HUB, or HUB Zone.
- 17: Appendix D, Exhibit A, Section 3.1: G: Subcontractors will not be used when providing services under this contract/RFP.
- 17: Appendix D, Exhibit A, Section 3.1: H: WT Services Inc and West Texas Rural Telephone Cooperative differentiates themselves from it's competitors by providing state-of-the-art broadband internet services at affordable rates with excellent and timely service.
- 17: Appendix D, Exhibit A, Section 3.1: I: Neither of our corporate companies are owned or operated by anyone convicted of a felony.
- 17: Appendix D, Exhibit A, Section 3.1: J: There have never been any debarment or suspension actions taken again WT Services Inc or West Texas rural Telephone Cooperative.
- 17: Appendix D, Exhibit A, Section 3.2: A: Companies that will be involved in providing the broadband internet in this contract/RFP are WT Services Inc and West Texas Rural Telephone Cooperative.
- 17: Appendix D, Exhibit A, Section 3.2: B: There are 3 different retail/warehouse facilities that will be used to provide and support the broadband internet services to End Users: (1) 3425 Highway, Hereford, Texas 79045; (2) 119 East 4th Street, Hereford, Texas 79045; (3) 1010 Columbia Street, Friona, Texas 79035.



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Performance Capability

- 17: Appendix D, Exhibit A, Section 3.3: A: Upon the award date of the Master Agreement, executive leadership endorsement will occur within the first 10 days, including setting in motion billing, provisioning, technical, and support mechanisms geared to supporting the details of the Master Service Agreement and RFP.
- 17: Appendix D, Exhibit A, Section 3.3: B: Upon the award of the Master Agreement, announcement, Master Agreement details and contact information will be published on our websites within the first 90 days including co-branded marketing materials. Also provided will be a dedicated OMNIA partners web-based link on the our websites including: OMNIA Partners standard logo, copy of the original RFP, copy of the Master Agreement and amendments, summary of products and pricing, marketing materials, electronic link to OMNIA Partners' web site including the online registration, and a dedicated toll-free number and email address for OMNIA partners.
- 17: Appendix D, Exhibit A, Section 3.3: C: Neither company currently holds cooperative contracts.
- 17: Appendix D, Exhibit A, Section 3.3: D: WT Services acknowledges that it agrees to provide it's logos to OMNIA Partners and agrees to provide permission for reproduction of such logos in marketing communications and promotions. We also acknowledge that use of OMNIA partners logo will require permission for reproduction as well.
- 17: Appendix D, Exhibit A, Section 3.3: E: Contact information for the following positions are:
 - 1: Executive Support - Scott Hickok, Assistant Manager, scott.hickock@wtrtcoop.com, 806-364-3331
 - 2: Marketing - Raquel Vallejo, Marketing, raquel.vallejo@wtrtcoop.com, 806-364-3331
 - 3: Sales - Scott Hickok, Assistant Manager, scott.hickock@wtrtcoop.com, 806-364-3331
 - 4: Sales Support - Scott Hickok, Assistant Manager, scott.hickock@wtrtcoop.com, 806-364-3331
 - 5: Financial Reporting - Rich Kendrick, Director of Accounting, rich.kendrick@wtrtcoop.com, 806-364-3331
 - 6: Accounts Payable - Melody Barrick, Accounts Payable, melody.barrick@wtrtcoop.com, 806-364-3331
 - 7: Contracts - Rich Kendrick, Director of Accounting, rich.kendrick@wtrtcoop.com, 806-364-3331

Appendix D



REQUIREMENTS FOR COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

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. Trade shows/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 _____, 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. Supplier 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,

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 OMNIA PARTNERS 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
_____ Title and Agency Name	_____ Name
_____ Date	_____ Sr. Vice President, Public Sector Contracting
	_____ Title
	_____ 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 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 al 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 al 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 al 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 al 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 al 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 al 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 al 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 al 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 al 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 al 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

al

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

al

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

al

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

al

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: WT Services Inc

Address, City, State, and Zip Code: PO Box 1776, Hereford, Texas 79045

Phone Number: 806-364-3331 Fax Number: 806-276-5219

Printed Name and Title of Authorized Representative: Amy Linzey, C.E.O.

Email Address: amy.linzey@wtrtcoop.com

Signature of Authorized Representative: *Amy Linzey* Date: May 14, 2021

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, 40 U.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, ¶ 1; 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, WT Services Inc, 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

Amy Linzey, C.E.O.
Name and Title of Contractor's Authorized Official

May 14, 2021

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: WT Services Inc

Address, City, State, and Zip Code: PO Box 1776, Hereford, Texas 79045

Phone Number: 806-364-3331 Fax Number: 806-276-5219

Printed Name and Title of Authorized Representative: Amy Linzey, C.E.O.

Email Address: amy.linzey@wtrtcoop.com

Signature of Authorized Representative:  Date: May 14, 2021



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

Tab 4

Qualification & Experience

- 1: WT Services Inc was originally organized in 1982 to provide deregulated services of the regulated parent company West Texas Rural Telephone Cooperative Inc. Since that time, WT Services has expanded it's service offerings to include, but not limited to, a full range of video, telephone, two-way radio, and high speed broadband internet services. The regulated parent company, West Texas Rural Telephone Cooperative Inc was formed in 1952 to provide telephone service to the rural customers who otherwise did not have it. West Texas Rural Telephone has since expanded it's service offerings to include high speed broadband internet and video services through it's subsidiary WT Services. WT Services and West Texas Rural Telephone offer these services through a state of the art fiber optic network built to offer our quality services for years to come in the rural Texas panhandle. The corporate offices for both WT Services Inc and West Texas Rural Telephone Cooperative are located at 3425 Highway 385, Hereford, Texas 79045.
- 2 & 3: WT Services and West Texas Rural Telephone Cooperative have a great market place reputation of providing state-of-the-art high speed broadband internet that is second to none in our service areas as a result of building our fiber optic networks to our customers.
- 4: Key Employees and their experience would include: C.E.O. Amy Linzey and Assistant Manager Scott Hickok 40 plus years of telecommunications/broadband experience; Systems Group employees who manage our communication facilities including broadband, Keith Hacker 38 years, Heath Urbanczyk 31 years, Michael Holmes 21 years, Hulisis Arceo 5 years; Marketing, Raquel Vallejo, 6 years; Director of Operations, Stephanie Alonzo, 8 years.
- 5 &6: Both WT Services and West Texas Rural Telephone Cooperative have always had a good working relationship with the school districts within our service area. We meet the needs of these districts and have frequent communication with their key employees to keep on top of their needs. We have worked with the various school districts in regards to the E-rate program since it's inception and continue to do so.
- 7: Neither WT Services nor West Texas Rural Telephone Cooperative have had past litigation, bankruptcy, reorganization, or state investigations of our entities or current directors and officers.



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

Tab 4

Qualification & Experience

8: a. References

- **Hereford ISD**, Joe Mendez, joemendez@herefordisd.net, Technology Director, 806-363-7600, Hereford, Texas, 14 year provider of Internet, currently at 5 Gbps Symmetric
- **Friona ISD**, Jimmy Burns, jburns@frionaisd.com, Superintendent, 806-250-2747, Friona, Texas, 23 year provider of Internet, currently at 1 Gbps Symmetric
- **Bushland ISD**, Ivan Lopez, ivan.lopez@bushlandisd.net, Technology Director, 806-359-6683, Bushland, Texas, 7 year provider of Internet, currently at 6 Gbps Symmetric
- **Hereford Regional Medical Center**, Jeff Barnhart, laura.garza@dschd.org, Hospital Administrator, 806-364-2141, Hereford, Texas, 14 year provider of internet, currently at 250 Mbps Symmetric
- **City of Hereford**, Steve Bartels, City Manager, info@hereford-tx.com, 806-363-7100, Hereford, Texas, 14 year provider of internet, currently at 100 Mbps symmetric
- **KPAN Radio Station**, Lane Formby, kpan@kpanradio.com, Owner/Operator, 806-364-1860, 10 year provider of internet, currently at 10 Mbps asymmetrical
- **Deaf Smith County**, D.J. Wagner, dwagner@deafsmithcounty.texas.gov, County Judge, 806-363-7600, Hereford, Texas, 14 year provider of internet, currently at 50 Mbps asymmetrical
- **Nutri Feeds**, Keith Bridwell, brid@wtrt.net, Co-owner, 806-357-2287, Hereford, Texas, 14 year provider of internet, currently at 500 Mbps asymmetrical
- **First National Bank-Hereford**, Wade Easley, wade@fnbhereford.com, Bank President, 806-363-2265, Hereford, Texas, 14 year provider of internet, currently at 15 Mbps asymmetrical
- **Deaf Smith Electric Cooperative**, Tim Burkhalter, tburkhalter@deafsmith.coop, General Manager, 806-364-1166, Hereford, Texas, 14 year provider of internet, currently at 1 Gbps asymmetrical



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

Tab 5

Value Add

- WT Services Inc and West Texas Rural Telephone Cooperative continue to expand and improve our networks to keep up with the ever changing technology associated with providing broadband internet. Our company Mission Statement is to connect our customers to the world from where they work and live with state-of-the-art communications technologies. Our Vision is to operate our companies with excellence and integrity with all decisions made for the betterment of our companies to the best of our ability. We will provide our customers with the valuable services they want and deserve by cultivating a culture of excellence by delivering our best in all we do, holding ourselves accountable for operating with integrity, professionalism, and innovations.
- Our companies will be able to provide the services required within this RFP and look forward to doing so if awarded the contract.



P.O. Box 1776, Hereford, Texas 79045 * (806) 364-3331 * Fax (806) 276-5219

Tab 6

Additional Required Documents (Appendix C)

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

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 confidential 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 14, 2021
Date


Authorized Signature & Title

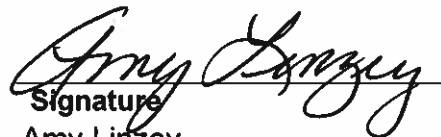
ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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.

Company WT Services Inc

Contact


Signature

Amy Linzey

Printed Name

C.E.O.

Position with Company

Address P.O. Box 1776

Hereford, Texas 79045

**Official
Authorizing
Proposal**


Signature

Amy Linzey

Printed Name

C.E.O.

Position with Company

Phone 806-364-3331

Fax 806-276-5219

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WT Services Inc
 Hereford, TX United States

Certificate Number:
 2021-752341

Date Filed:
 05/13/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Education Agency, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation Number 21-08
 Broadband Internet Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Linzey, Amy	Hereford, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Amy Linzey, and my date of birth is 6-17-53.

My address is 29 Lindsey Lane, Canyon, TX, 79015, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Randall County, State of Texas, on the 14th day of May, 20 21.
(month) (year)

Amy Linzey
 Signature of authorized agent of contracting business entity (Declarant)

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, Amy Linzey, as an authorized representative of

WT Services Inc, 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.


Signature of Named/Authorized Company Representative

May 14, 2021
Date

MASTER SERVICE AGREEMENT
Region 4 Education Service Center
Internet Service Provider for TEA Connect Texas Program

This MASTER SERVICE AGREEMENT (the "Agreement") is made as of the Effective Date set forth below between W. T. Services, Inc., for itself and any affiliated companies providing the applicable services ("Provider"), and the Customer identified below on the signature page of this Agreement (the "Customer").

SPECIAL PROVISIONS APPLICABLE TO GOVERNMENTAL CUSTOMER: This Agreement is for the provision of certain facilities to Customer as a state or local governmental agency and is subject to (1) Provider's response(s) to any applicable Request for Proposal or similar solicitation referencing this Agreement (the "RFP Response(s)"), including, without limitation, any Customer-required contract executed by Provider in accordance with the RFP (the "RFP Contract") and (2) the additional terms and conditions as well as exceptions to the standard terms hereof as required for services to Customer as a Texas school district and set forth in **Addendum 1** attached hereto and incorporated herein by reference. In the event of a conflict between Provider's RFP Response(s), including any RFP Contract, and this Agreement, the terms of the RFP Response(s) shall control. Additionally, in the event of any conflict between Addendum 1 attached to this Agreement and the standard terms and conditions of this Agreement, the terms of Addendum 1 shall control.

WHEREAS, Provider provides communications services which Customer desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1. **Services.** During the Term of this Agreement, Provider will provide Customer with the specific services identified on each Service Order expressly made subject to the terms hereof (the "Service" or "Services"). Each Service Order shall be subject to and shall reference this Agreement and shall become a part of this Agreement when executed by a duly authorized representative of Customer and Provider. Provider's standard Service Order form is attached to this Agreement.

2. **Term.** The term of this Agreement shall be for three years from the Effective Date set forth on the signature page below (the "Term"). Each Service Order executed during the Term of this Agreement shall set its own minimum service term (the "Service Term"). Each Service Order shall continue following the expiration of its Service Term on a month-to-month basis at the then existing monthly rates for the Service unless and until the Service Order is terminated by either party by providing the other party with at least thirty (30) days prior written notice of termination. Notwithstanding anything herein to the contrary, if the Service Term for any Service Order extends beyond the expiration of the Term of this Agreement, then this Agreement shall continue in effect until the expiration or termination of the applicable Service Term, but only as to the Service Order so affected, and subject to the termination rights of Provider and Customer under this Agreement.

3. **Pricing of Services.** During the Term, Customer shall pay Provider for the Services as set forth in each executed Service Order. With respect to each Service Order, except as provided below, Provider shall not increase pricing of ordered Services during the Service Term, but thereafter Provider may increase pricing of the Services upon thirty (30) days prior written notice. Upon receipt of such notice, Customer may accept the price increase and continue to purchase the affected Services or cancel all of the Services affected by the price increase upon written notice to Provider. Customer acknowledges that the Services furnished pursuant to this Agreement may be, in part, delivered through the use of local exchange carrier tariffed rates

and other charges of third party providers ("Telco Charges"). These charges may increase over time if the local exchange carriers or other carriers make adjustments to rate structures or the Telco Charges are otherwise adjusted to comply with regulatory action of the Public Utility Commission of Texas, the Federal Communications Commission or other governmental authority. Provider reserves the right to modify its rates for any Services provided under this Agreement to reflect any increases in Telco Charges applicable to the Services.

4. **Payment.** Non-Recurring Charges shall be invoiced upon the Service Activation Date (as hereafter defined) or otherwise as provided in the Service Order. Monthly Recurring Charges ("MRC") and other normal service charges shall be invoiced monthly in advance. All undisputed amounts owed by Customer shall be paid within thirty (30) days after the date of the invoice and Provider reserves the right to charge interest on all undisputed delinquent payments and on any disputed payments withheld by Customer that are finally determined to be owed to Provider at the lesser of 1½% per month or the maximum amount allowed by law. If Customer disputes any charges, Customer shall so notify Provider in writing setting forth the basis for the dispute and shall furnish all documentation supporting the withholding of payment within sixty (60) days of the invoice date, but shall continue to timely pay all portions of the invoices not in dispute. In the event that all undisputed charges owed pursuant to Provider's invoice are not paid in full by Customer within thirty (30) days of the due date, Provider will have the right, after providing Customer with five (5) days prior notice, in addition to its other remedies, to suspend or disconnect any Services provided pursuant to this Agreement. Prices do not include taxes and related charges (however designated), and all taxes, fees and governmental charges imposed on the provided Services shall be paid by Customer in addition to any other amounts owing (except for any taxes or fees assessed upon Provider's net income). Such amounts will be listed separately on Customer's invoices. If Customer is entitled to an exemption from any applicable taxes, Customer is responsible for presenting Provider with a valid exemption certificate. Provider will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Services billed by Provider to Customer following Provider's receipt of such exemption certificate.

5. **Delivery of Service/Ordering.**

5.1 *Service Orders.* Upon request, Provider shall provide Customer with quotations for Services on Provider's network and/or selected third party networks. Services entirely provided through networks owned by Provider and its affiliated companies are hereafter referred to as "On-Net Services." Services provided in whole or in part utilizing third party networks provisioned by Provider through a third party carrier for the benefit of Customer are hereafter referred to as "Off-Net Services." Provider reserves the right to revoke or amend any quotation in writing prior to acceptance by Customer and execution of a written Service Order by Customer and Provider. If Customer chooses to accept the quotation for a particular service configuration, Customer shall so notify Provider and Provider shall submit a Service Order to Customer for review and acceptance. A Service Order is "accepted" by Customer when executed by an authorized representative of Customer. Customer's acceptance of a Service Order will indicate Customer's agreement as to the accuracy of the details contained on the Service Order and will constitute a contractual obligation of Customer for the Services specified in such Service Order.

5.2 *Facilities.* Provider may substitute, change or rearrange any equipment, facility or system used by Provider in providing Services at any time and from time to time, but shall not thereby alter the technical parameters of the Services provided hereunder. Customer and its end user, and not Provider, shall have sole responsibility for installation, testing and operation of any interconnection facilities and other equipment, facilities, systems or services used in connection with Provider's Services (the "Customer Facilities"), and Customer may not delay, suspend or abate payment for the Services due to any failures attributable to such Customer Facilities.

6. Installation; Outages and Credits.

6.1 *Installation.* Installation of a Service shall be deemed completed when Provider activates and turns over the particular circuit or other Service as ordered to Customer or its end user, the Service meets the service requirements set forth herein, and the Service is otherwise operative, or, if earlier, the date Customer or its end user commences use of the applicable Services other than strictly for testing purposes (the "Service Activation Date").

6.2 *Outage.* For purposes of this Agreement, the term "Outage" shall mean a total interruption in service, except for any interruption that is attributable to an Excused Outage. An "Excused Outage" shall mean any interruption, unavailability, delay, or other degradation of service related to, associated with, or caused by (i) scheduled maintenance events (with notice, if any, to be provided in accordance with Provider's normal, internal maintenance policies for residential services), (ii) Customer or end user actions or inactions, (iii) failure of Customer or end user -provided power or equipment or other Customer Facilities, (iv) any third party but excluding any such third party that is engaged by Provider by or on behalf of Customer or its end user, (v) any outage of a circuit provided by a carrier other than Provider, or (vi) a force majeure event as described in Section 12 below. The duration of any Outage will commence upon the earlier of the time when Customer or its end user reports an Outage to Provider or the time when Provider becomes aware of such Outage and will end when the Outage is

repaired and the Service meets the service requirements set forth herein, and the Service is otherwise operative and functioning.

6.3 *Credits.* Outage credits will only be provided in Provider's discretion and in accordance with its normal, internal credit policies for residential services. Credits, if issued, will only apply to MRCs for the Services and Service locations actually affected by the Outage. Credits will only be issued to Customer and will be applied to the applicable Customer invoice(s) as determined by Provider. In no case will credits be issued directly to Customer's end users. Provider does not issue credits for Excused Outages or any Outages on Off-Net Services. In the event a tariff applies to any Services or Service components, the credits and related terms, if any, set forth in the tariff will apply.

7. Indemnification and Limitations of Liability.

7.1(a) *General Indemnification.* EXCEPT AS OTHERWISE PROVIDED IN SECTION 7.2 BELOW, EACH PARTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AFFILIATES AND EMPLOYEES FROM AND AGAINST ANY THIRD-PARTY CLAIMS, ACTIONS, DEMANDS AND LIABILITIES ("CLAIMS") DIRECTLY ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY NOR THE INDEMNIFIED PARTIES OF ANY PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS (OTHER THAN PROVIDER'S RIGHT TO PAYMENT UNDER THIS AGREEMENT), COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF OUTAGES OR OTHER TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.1(b) *Limited Liabilities of Provider Group.* As used in this Agreement, the term "Provider Group" shall mean: (i) Provider; (ii) any third parties providing facilities or equipment used by Provider in furtherance of Provider's provision of Services to Customer; (iii) any affiliates of Provider or such third parties; and (iv) any director, officer, agent, servant, employee, independent contractor, or supplier of Provider, any such third parties, or any such affiliates. Customer agrees that any limitation of liability or protection to which Provider may be entitled, arising out of this Agreement or Services performed hereunder, shall fully apply to and benefit Provider Group as an indemnified party, in the same manner and to the same extent such provisions or protection apply to and benefit Provider. Further,

notwithstanding anything in this Agreement to the contrary, except for indemnity obligations arising pursuant to Section 7.1(a) above, the maximum liability of Provider for any contract or tort liability of Provider or the Provider Group or in any other circumstance in which Provider or the Provider Group may have some liability to Customer, for whatever reason arising under or related to this Agreement, shall be limited in the aggregate to an amount equal to three times the MRC under this Agreement for Services for the month preceding the time of the first incident giving rise to the liability.

7.2 Responsibilities for Users of Services. The parties agree that in no event shall Provider be responsible to Customer's end users or other users of the Services for any Claims arising out of the use of the Services or the performance or non-performance of Provider's obligations under this Agreement. Customer agrees that Customer shall be solely responsible for all such Claims and will indemnify and defend Provider and the Provider Group from any such Claim. Customer shall, in any tariff or generally in any contract governing services provided in whole or in part using the Services, provide for a limitation of liability by which the liability of each party to this Agreement is limited to the amount charged or that would have been charged for the affected service, and which provides for no liability for indirect, consequential, special, incidental, punitive or other such damages or for loss of revenue or profits of any kind or nature.

7.3 Remedies Exclusive. Customer acknowledges that the credits or other remedies, if any, provided under Section 6.3 above are the sole and exclusive remedies of Customer and its end users and the sole and exclusive liabilities of Provider with respect to any failure of Provider to provide the Services in accordance with this Agreement or in accordance with Provider's other commitments and obligations under this Agreement.

8. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY APPLICABLE SERVICE ORDER, Provider MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THE SERVICES.

9. Cancellation of Services.

9.1 Voluntary Cancellation by Customer. In addition to the other rights of cancellation or termination contained in this Agreement, Customer may terminate Service after the Service Activation Date and prior to the end of the Service Term upon prior written notice to Provider. In the event that Customer does so, Customer shall pay Provider a termination charge equal to all unpaid amounts for Service provided through the date of termination, plus one hundred percent (100%) of the remaining Monthly Recurring Charges for the terminated Service applicable to the remainder of the Service Term.

9.2 Upon Breach by Customer. In addition to its other rights, Provider may terminate this Agreement: (i) if Customer fails to make any payment required to be made by Customer under this

Agreement and any such failure remains uncorrected for five (5) days after written notice by Provider, or (ii) if Customer fails to perform or observe any other material term or obligation contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice specifying the nature of the default. If Provider terminates the Agreement due to default by Customer, all remaining unpaid charges for the Services, including any previously waived or credited charges applicable to the Services or their installation, any charges applicable to the remainder of the Service Term for each Service as calculated in Section 9.1 above, and any cancellation or termination charges related to the Service for which Provider becomes liable to any third party for Off-Net Services shall be and become immediately due and payable to Provider.

9.3 Not a Penalty. The parties acknowledge that the cancellation or termination charges set forth in this Section 9 are a genuine estimate of the actual damages that Provider will suffer and are not a penalty.

9.4 Cancellation before Service Activation Date. In the event of cancellation of a Service Order prior to the Service Activation Date, no cancellation charges will apply except that Customer shall be charged for all documented out-of-pocket costs, fees and expenses reasonably incurred in connection therewith.

10. Responsibility for Charges. Customer is responsible for all Non-Recurring Charges and MRCs on and after the Service Activation Date.

11. Change Requests. Customer may submit a change to a previously submitted Service Order at any time prior to the Service Activation Date. If in the reasonable discretion of Provider a requested change would result in a material change to the Service Order such as, but not limited to, a change in the endpoints or the speed or capacity of the Service, then Provider may require Customer to sign a new Service Order reflecting revised pricing. In the event that Customer requests such changes, Customer shall be charged for all documented third party costs, fees and expenses reasonably incurred in connection therewith. Except as otherwise specifically stated in this Section 11, there are no fees or charges for changes to a Service Order.

12. Force Majeure. With the exception of Customer's payment obligations, neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, fiber cut, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the applicable Service Term shall be extended by the length of the suspension. In the event Provider is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay Provider for the affected Service for so long as Provider is unable to deliver the affected Service. The Party claiming relief under this Section 12 shall notify the other Party of the occurrence or existence of the force majeure event relied on and the cessation or termination of such event. Customer may cancel or terminate an affected Service without incurring any liability or charges thereby if a force majeure event persists beyond thirty (30) days.

13. Assignment. Neither party may assign this Agreement without the written consent of the other party, except that either party may assign its rights and/or obligations hereunder: (a) to any subsidiary, parent company or affiliate of such party; (b) pursuant to any sale or transfer of substantially all of the assets of such party; or (c) pursuant to any financing, merger or reorganization of such party.

14. Complete Agreement. This Agreement, and the Service Orders made subject to this Agreement set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except by a writing signed by an authorized representative of both parties. However, one or more additional Service Orders may be subject to the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and any Service Order, the terms of this Agreement shall control.

15. No Partnership Intended. Neither this Agreement, nor the provision of Services hereunder, shall create a partnership or joint venture between the parties or result in a joint communications service offering to any third parties.

16. Non-disclosure; Publicity. Any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of any applicable non-disclosure agreement then in effect between the parties. Notwithstanding the foregoing, either party may advertise the other party as a customer or supplier, as the case may be, and may, in connection with that advertising and subject to any applicable

logo/trademark usage guidelines provided in writing, use the other party's name and logo in the associated marketing and advertising materials.

17. Governing Law and Survival. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration. If Provider is required to bring any action to enforce the payment obligations of Customer under this Agreement, Customer agrees to pay Provider's court costs and reasonable attorney's fees in addition to all other amounts due pursuant to this Agreement.

18. No Third Party Beneficiaries. This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19. Notice. All notices or other communications required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given:

(i) when hand delivered, or (ii) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (iii) on the next business day after the day of deposit by overnight delivery service. Such notices shall be sent to the address set forth for Customer at Customer's address for notice set forth below, and to W. T. Services, Inc. at P. O. Box 1776, Hereford, Texas 79045, Attn: Amy Linzey, Chief Executive Officer, or at such other addresses as may hereafter be furnished in writing by either party to the other party.

Effective Date: _____, 2021

CUSTOMER:

REGION 4 EDUCATION SERVICE CENTER

By: _____

Printed Name: _____

Title: _____

Contact Person:

(_____) _____

_____ @ _____

Tax ID: _____

Address for Notice and Billing:

PROVIDER:

W. T. SERVICES, INC.

By: Amy Linzey

Printed Name: Amy Linzey

Title: Chief Executive Officer

ADDENDUM 1

**ADDENDUM TO MASTER SERVICES AGREEMENT
FOR SERVICES TO GOVERNMENTAL CUSTOMER**

The following terms and conditions are incorporated into and form a part of the Master Services Agreement (the "Agreement") between W. T. Services, Inc., for itself and any affiliated companies providing the applicable services ("Provider"), and the governmental customer identified on the signature page of the Agreement (the "Customer"). The parties acknowledge that certain requirements are imposed with respect to the delivery of facilities and services by Provider to Customer under applicable law and the Request for Proposal or similar solicitation applicable to the facilities or services (the "RFP"), including the RFP Responses(s) and RFP Contract as defined in the Agreement. The parties intend that the Agreement shall be subject to those requirements as documented herein. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

1. **Agreement Term.** Notwithstanding anything in the Agreement to the contrary, the Agreement Term shall be coterminous with the term of the RFP Contract, if one applies.
2. **Service Pricing and Credits.** Notwithstanding anything in the Agreement to the contrary, Service pricing, including any increases in Service charges permitted by the Agreement, shall be consistent and in accordance with the pricing terms set out in the RFP Response(s), and credits for Outages or other identified Service issues will apply as set out in the RFP Response(s).
3. **Public Information.** The parties acknowledge and agree that the Customer and this Agreement are subject to disclosure under the Texas Public Information Act ("TPIA") and nothing contained in this Agreement shall be considered confidential or proprietary information under the Agreement. Although Customer shall notify Provider of any request for disclosure of this Agreement or any other documents or materials of Provider that Provider has marked as confidential or proprietary, nothing contained herein shall operate to cause Customer to be in contravention or violation of the TPIA.
4. **Permitted Use.** The Services provided to Customer shall be used solely for authorized educational and governmental purposes of Customer as set forth in the RFP and shall not be allowed to be used for any purpose or by any third party that is not a governmental or educational entity applicable to Customer's operations or otherwise authorized in the RFP.
5. **Payments.** So long as Provider has provided Customer with its current and accurate Federal Tax Identification Number in writing, Customer will pay Provider for goods and services in accordance with Chapter 2251 of the Texas Government Code. Any undisputed payment not made when due in accordance with Section 2251.021 of the Texas Government Code shall bear interest in the amount permitted under Section 2251.025 of the Texas Government Code. In the event of non-payment of any undisputed amounts by Customer, Provider may terminate in accordance with Chapter 2251 of the Texas Government Code.
6. **Venue; Governing Law.** Unless the RFP Contract provides for a different venue, the Texas county encompassing Customer's home office shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
7. **Entire Agreement; Modifications.** The Agreement, together with the RFP Response(s), supersedes all prior agreements, written or oral, between Provider and Customer and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Customer and Provider.
8. **Loss of Funding.** Customer certifies that its board or other governing authority (the "Board") has allocated funds for at least the first year of the Service Term for any Service Order documenting Services to be provided by Provider under the Agreement. Performance by Customer under the Agreement may be dependent upon the appropriation and allotment of funds by the Customer. If the Board fails to allocate the necessary funds for subsequent years while an applicable Service Order remains in effect, as renewed and extended, then Customer shall issue written notice to Provider and Customer may terminate the Agreement upon payment of any applicable termination fees and without further duty or obligation

hereunder, provided that Provider may immediately discontinue service and may remove and recover all applicable Provider property or equipment applicable to the Services.

9. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CUSTOMER TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON CUSTOMER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CUSTOMER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

SERVICE ORDER FORM

This Service Order Number ____ is entered into in connection with, and pursuant to the terms of, the Master Service Agreement between W. T. Services, Inc., for itself and any affiliated companies providing the applicable services (“Provider”) and _____ (“Customer”) dated _____, 20__ (the “Agreement”). Defined terms have the same meaning as the Agreement except as otherwise expressly set forth herein.

Initial Services.

Type: _____
 *Minimum Term Commitment: _____

*Billing will commence on the applicable Service Activation Date and will continue for as long as Provider continues to provide Services to the applicable location. Customer must notify Provider if any end user or location no longer qualifies for the Services under Customer’s program, and Provider will have the right to immediately discontinue service to such end user or location upon receipt of such notice from Customer. Customer is responsible for all Service charges from the Service Activation Date through the Service disconnection date in addition to any applicable early termination charge under the Agreement for Services terminated prior to the end of the Service Term.

Description:

Location of Service Connection	Committed Bandwidth and Services	Scheduled Delivery Date	One Time Nonrecurring Charge/ Aid to Construction	Monthly Recurring Charge
		_____, 20__	\$ _____	\$ _____
		_____, 20__	\$ _____	\$ _____
Totals:			\$ _____	\$ _____/month

Description of Internet Services. If Provider is providing Internet access pursuant to this Service Order, the following terms will apply:

1. **Interconnection.** The Internet access connection shall be at Provider’s stated “Point of Demarcation” at the specific location. Provider, Customer, and the applicable end user will work jointly to establish and interconnect the applicable Point of Demarcation for each location. Customer and its end users are responsible for obtaining any access rights from the landlord or other third party with authority to connect to the Point of Demarcation at the specified location.
2. **Provider Equipment.** If provided by Provider pursuant to the Service Order, Equipment will belong to Provider, and, if the Equipment is to be located within Customer’s or an end user’s premises, Provider will be permitted to co-locate the Equipment within such premises at no charge to Provider.
3. **Compliance with Terms.** Customer and its end users shall, at all times, comply with the terms applicable to the Internet Services, including the terms and conditions of Provider’s Internet & DSL Service Agreement for Internet access and usage by Customer and its users. The terms and conditions of service applicable to Internet access are set forth at <http://www.wrt.net/index.php/internet-dsl-service-agreement> and are hereby incorporated by reference the same as if fully set forth herein. Provider may require any end user to separately agree to these terms and conditions of service at the time it provisions the Services.

Telephone Service Access Line. Provider may require that Customer or its end user purchase a local access line for the receipt of Services. If a local access line is required, Customer or its end user must subscribe to and pay for the telephone access line for the Service Term. The local access line will be provided in accordance with applicable tariffs, and, if a tariff applies, the tariff terms, not this Agreement, will control such Service.

Taxes and Other Charges. The MRC described above is exclusive of applicable taxes and regulatory and other charges which will be charged to Customer or its end user in accordance with the tariffs, regulatory and other governmental requirements, and other applicable requirements.

CUSTOMER:

REGION 4 EDUCATION SERVICE CENTER

By: _____

Printed Name: _____

Title: _____

PROVIDER:

W. T. SERVICES, INC.

By: Amy Linzey

Printed Name: Amy Linzey

Title: Chief Executive Officer