# US Educational Technology Purchasing Alliance (USETPA)
# Information Technology Equipment & Services

## GENERAL Products/Services
### Manufacturer/Brand or Equivalent
### Request for Proposal

**Manufacturer network product/services (quotes) for the following brands are NOT permitted in this RFP. There are separate RFPs for each of these listed manufacturer's or their equivalents: CISCO-MERAKI, DELL, EXTREME, FORTINET, HEWLETT PACKARD ENTERPRISE (HPE, ARUBA, JUNIPER NETWORKS), PALO ALTO, RUCKUS, GENERAL)**

**General LAN/WAN/MAN Infrastructure (Wired/Wireless):**

**Networks/Infrastructure Transport Products, Network Security Products, Servers, Managed Services, Support Services, Cabling Infrastructure, Security Products and Services, Professional Services for Evaluation, Design, Planning, Installation, and Configuration and all related Products, Services and Solutions, CyberSecurity Compliance, Governance & Security Solutions and Services, Financial/Leasing Services for IT Equipment/Services**

## Official CALENDAR OF EVENTS (all times are Eastern)

A. **Issue Date**: 8:00am, October 1, 2026

1) Q&A Inquiries (written by email) deadline: 3:00pm, October 15, 2026 to:

- info@usetpa.com (Subject Heading of: **GENERAL Q&A Network Inquiries**

2) Q&A responses posted online (https://www.usetpa.org/rfps) 8:00pm October 19, 2026

**Potential Reseller Q&A Session** (ZOOM meeting: entirely optional): October 16, 2026, 3:00-5:00pm.

1) Advance notice (written) of attendance required no later than 3:00pm, Ocotber 15, 2026 to:

- info@usetpa.com (Subject Heading of: **GENERAL Q&A Session**
- The address for the ZOOM meeting will be sent out in response to registration.

2) Q&A responses will be posted to (https://www.usetpa.org/rfps) no later than 8:00pm, October 19, 2026.

B. **RFP Response Deadline**: 5:00pm, November 9, 2026 (Any RFP submissions received after 5:00pm will not be considered)

C. **Public opening of submissions**: 1:00pm November 10, 2026
**Address**: 412 Lake Forest Drive, Tuckasegee, NC 28783

D. **Awards Final Posting Date** 11:59pm, December 13, 2026 (posted online at **www.usetpa.org**)

## SUBMISSION OF PROPOSALS

- **One original blue ink signed** copy of the proposal **must be submitted** in a sealed package to the following address. Insert Vendor Name for (Vendor Name):

  **USETPA**
  **Attn: (Vendor Name) USETPA RFP #211206-A 2988 Lake Forest Drive, #295**
  **Tuckasegee, NC 28783**

- **One electronic copy** of the complete written proposal must be emailed to the following address :

- **info@usetpa.com** with a Subject Heading of: **(Vendor Name): RFP 2112026-GENERAL Response**

# US Educational Technology Purchasing Alliance

# (USETPA)

**October 1, 2026**

**Request for Proposals**

## Notice to Proposers of Terms and Conditions

This RFP is co-authored by Nampa School District (ID), and the USETPA on behalf of its Member/Subscriber institutions. The USETPA and the above-mentioned public entity are not currently seeking any goods or services but are conducting this bid for the purpose of accelerating public funding and obtaining advantageous pricing. Any questions regarding the RFP must be made by email (info@usetpa.com) to the USETPA. **Directly contacting any coauthored entity will result in disqualification from the bidding process.** Any questions regarding the RFP must be made by email (see page 2) to the USETPA at info@usetpa.org, **not** the sponsoring public entity.

The US Educational Technology Purchasing Alliance (USETPA) is a non-profit issuing contracts on behalf of a consortium of Member's/Subscriber's (schools/school systems/libraries/Head Start Agencies/local government units/community colleges/higher educational institutions and other public entities) to obtain the best available pricing for goods/services to be purchased by the Member's and Subscriber's or users of the contracts. The USETPA has Member's, Subscriber's, and users of the contracts in multiple states. The contracts issued by the consortium are used both for securing government funding and for Convenience Contract purposes. The contracts are managed on behalf of the USETPA and its Member's/Subscriber's by Consortia Purchasing Advisors, LLC.

USETPA, a formally organized non-profit entity whose creation was authorized by NC G.S. 143-129(e)(3), has followed procurement procedures, competitively obtained purchasing services, for discounted products and services offered by this Agreement in accordance with NC G.S. 143-129(e)(3). USETPA is permitted to engage in cooperative purchasing pursuant to NC G.S. 143-129(e)(3).

It is the sole responsibility of each Member/Subscriber to follow all state, local, and federal procurement statutes and rules as it pertains to cooperative purchasing, joint power Agreements, or grant funding opportunities with in-state or out-of-state public agencies. USETPA makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order. The use of each contract by the Member will adhere to the terms and conditions of the USETPA contract.

Any and all disputes which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.

This Agreement incorporates all Agreements, covenants and understandings between USETPA and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

1) USETPA contracts are available to all Public and Private Pre-K-12 Schools, Libraries and Government Entities

2) Member's/Subscriber's are never charged a fee to use a USETPA Contract

3) Membership does not obligate the Member/Subscriber to use a USETPA contract

4) Erate specific: Optional for all Member's/Subscriber's at their discretion

The Universal Service Fund's E-Rate program supports schools, libraries, local governments and hospitals in obtaining telecommunication, broadband services and broadband/networking equipment. Schools and libraries who have currently subscribed to the USETPA and have given the USETPA authorization to seek bids on their behalf are listed on our Form 470. A copy of the 470 may be found at www.usac.org/sl. Additional Subscriber/Members will be added after the 470 has been awarded and member/subscribers shall be able to use awarded 470s as per E-Rate rules. Member/Subscribers shall be responsible for ensuring their compliance with E-Rate rules.

Only Member's /Subscriber's eligible entities will be able to reference the applicable Form 470 for E-Rate application purposes. It is the express intention of the issuing entities that the terms and conditions of this RFP will be made available for cooperative use to all schools, libraries and other public agencies for entities within and without the same states of current USETPA Member's/ Subscriber's.

In order to qualify for use under the terms and conditions of this contract, all purchases must be registered on a private online site with the USETPA. This information will be kept confidential, unless required by law or court order. Contact the USETPA (info@usetpa.com) with the subject heading of **USETPA PO Registration Address** for the correct and current Registration link/website.

Vendors may have geographical limitations to their response. Appendix G must be completed to indicate in which states the response is to be considered valid. Vendors may further separate pricing into multiple geographic responses if there is a cause for a pricing variance. Please explain, in detail, the reasons in the RFP response. There is a maximum of 5 (five) manufacturer/brand's partners **per state per manufacturer/brand** that will be listed.

## NOTICE: NATIONAL SUPPLY CHAIN SECURITY

The Public Safety and Homeland Security Bureau (PSHSB) of the Federal Communications Commission (FCC) designated the following companies:

Huawei Technologies Company
ZTE Corporation
Hytera Communications Corporation
Hangzhou Hikvision Digital Technology Company
Dahua Technology Company
AO Kaspersky Lab
China Mobile International USA Inc
China Telecom (Americas) Corp
Pacific Networks Corp
ComNet (USA) LLC
China Unicom (Americas) Operations Limited
Kaspersky Lab, Inc

and their affiliates and subsidiaries, as companies that pose a national security threat to the integrity of communications networks.

Vendors are not permitted to include any product (hardware or software) or service the PSHSB has designated as an ineligible company. Reference: (Updated September 3, 2024) https://www.fcc.gov/supplychain/coveredlist.

The Supply Chain First Report and Order (DA 19-121) prohibits the use of Universal Service Fund (USF) support to purchase, obtain, maintain, improve, modify, or otherwise support any equipment or services produced or provided by companies that pose a national security threat to the integrity of communications networks or the communications supply chain.

**Co-authored by the US Educational Technology Purchasing Alliance and Nampa School District (ID),** (Any questions regarding the RFP must be made by email (see page 2) to the USETPA; directly contacting these schools will result in disqualification from the bidding process) and are seeking qualified Vendor(s) to supply the following:

**Categories List:**

## I. CATEGORIES OF PRODUCTS (Detail)

- **If Vendor installation is provided, then the Vendor must provide industry standard test results to maximum concurrent capacity after installation.**

- **Pricing Discounts: To be considered for an award:**

  - General public discounts **may not be changed** for the duration of the contract.

A. All awarded proposals must include the following information, in two formats: 1) in Excel format on a thumbdrive/USB drive for sealed proposals and 2) posted online link/web address for the electronic proposal within 5 (five) days of the Posted Award:
   a. Vendor Name
   b. USETPA Category
   c. Applicable SKU numbers
   d. Easy to comprehend Descriptions of products/services
   e. Best public General Discount percentages
   f. The Suggested Advertised Retail Price (may be the manufacturer's listings if desired)
   g. NOTE: Vendors Suggested Advertised Retail Price may not exceed the Manufacturer's Suggested Advertised Retail Price.

B. Vendor MUST submit the valid web address/link of above within 5 days of the Contract Award, containing the best General Discount available, to the following email account**:**

- info@usetpa.com with the subject heading of: Suggested Advertised Retail Price Listing

### Category 1 (One): LAN Infrastructure/Services:

- Only GENERAL Manufacturer/Brand products/services or equivalent are permitted.
- Vendors should provide pricing on all elements from Data Center Switching to small closet switches.
- Vendors must include list of installation/service geographical locations.

**A. Wired LAN Infrastructure: Local Area Network Switching/Routing/ Bridging Devices/etc.**

- Hardware
- Software
- Hosted Solutions
- Professional Services
- Other (List and Describe)

**B. Wireless LAN Infrastructure: Access Points/Controllers/etc.**

- Hardware
- Software
- Hosted Solutions
- Professional Services
- Other (List and Describe)

### Category 2 (Two): MAN/WAN Infrastructure/Services:

- Only GENERAL Manufacturer/Brand products/services or equivalent are permitted.
- Vendors will provide a price schedule by category of installation/support rates when equipment is involved if the customer wants the chosen vendor to install and support the equipment.

A. **Wired MAN/WAN Infrastructure**: Metropolitan Area/Wide Area Network Switching/Routing/Bridging Devices/Services
B. **Wireless MAN/WAN Infrastructure**: Metropolitan Area/Wide Area Network Switching/Routing/Bridging Devices/Services
C. **Network** Hardware/Software Installation/Support/Services
**D. Other** (List and Describe)

### Category 3 (Three): Transport Products/Services

**A. Point to Point to Multipoint Wireless Transport Systems** (licensed and unlicensed spectrum), **Optical Transport/Dense Wave Division Multiplexing Systems,** etc.
**B. Other** (List and Describe)

### Category 4 (Four): Network Security Products/Services

**A. Firewalls, Intrusion Detection, Intrusion Protection/Prevention**
**B. Cloud/Managed Solutions (**meet all requirements contained in the Cloud Computing Requirements Appendix B if applicable)
**C. Insurance Policies** (provide samples)
**D. Other** (List and Describe)

### Category 5 (Five): Servers/Services

- Vendors will provide a concise narrative of what their proposal contains and entails as well as meet all requirements contained in the Cloud Computing Requirements Appendix B if applicable

**A. On Site**
**B. Hosted (Virtual/Cloud)/Remote**
**C. Installation/Training Services**
**D. Software/Operating Systems**
**E. Other** (List and Describe)

### Category 7 (Seven): Storage/Services

- Remote/Cloud will meet all requirements contained in the Cloud Computing Requirements Appendix B.
- Provide succinct description and provide list of all equipment and services. May be individual case by case basis.

**A.** On Premises (SAN/Backup)
**B.** Off Premises (Cloud)
**C.** Hybrid (On/Off Premises)
**D.** Installation/Training Services
**E.** Other (List and Describe)

### Category 8 (Eight): Cloud Services

- Vendors will provide a concise narrative of what their proposal contains and entails as well as meet all requirements contained in the Cloud Computing Contract Requirements, Appendix B.
- Vendors provide price per megabit of disaster recovery
- Vendors provide price to host ***X*** amount of information in the cloud
- **Other** (List and Describe)

### Category 9 (Nine): Disaster Recovery/Services/CyberSecurity

- Vendors will provide a concise narrative of what their proposal contains and entails as well as meet all requirements contained in the Cloud Computing Contract Requirements, Appendix B.
- Vendors provide price per megabit of disaster recovery
- Vendors provide price to host ***X*** amount of information in the cloud
- Insurance Policies (provide samples)
- **Other** (List and Describe)
- Vendors will provide a concise narrative of what their proposal contains and entails as well as meet all requirements contained in the Cloud Computing Contract Requirements, Appendix B.
- Vendors provide price per megabit of disaster recovery
- Vendors provide price to host ***X*** amount of information in the cloud
- **Other** (List and Describe)

### Category 14 (Fourteen): Managed Services

- Vendors will clearly spell out what systems they can support and provide credentials (Letter from Manufacturer or Software Company and credentials of applicable support personnel.)

- List and Describe Service (Servers/WAN, etc.). If Vendor has different tiers, list a pricing schedule for each tier and a description/schedule of what each tier consists of.
- Meet all requirements contained in the Cloud Computing Requirements Appendix B if applicable

**A.** Hosted WiFi
**B.** Hosted LAN
**C.** Hosted WAN
**D.** **Other** (List and Describe)

### Category 15 (Fifteen): Support Services

- Vendors will clearly spell out what systems they can support and provide credentials (Letter from Manufacturer or Software Company and credentials of applicable support personnel.)

**A.** List and Describe Service (Servers/Phone Systems, etc.). Provide Hourly Rate and Category if Vendor has different tiers, list a pricing schedule for each tier and a description/schedule of what each tier consists of.
**B.** Warranties (Options not provided under other categories)
**C.** **Other** (List and Describe)

### Category 16 (Sixteen): Information Technology

- This category allows solutions to be more broadly based and streamline procurements that require multiple technology categories providing an integrated solution, including but not limited to:
- Meet all requirements contained in the Cloud Computing Requirements Appendix B if applicable

**A.** Data Center Application Services
**B.** Networking Software
**C.** Network Optimization and Acceleration
**D.** Optical Networking
**E.** Router
**F.** Security
**G.** Storage Networking
**H.** Switches
**I.** Wireless
**J.** Unified Communications
**K.** Services (apply to each category above)
**L.** **Other** (List and Describe)

**Category 20 (Twenty) – Speaking/Training Services**: not included with an original purchase of hardware/software.
A. Training/Installation: Vendor will include a detailed description including any restrictions, target population, prerequisites and include the pricing structure.

- Speaking/Training Services – Technology (Speaking/Training including staff development)
- Training/Installation Services (including staff development)
- **Other** (List and Describe)

### Category 21 (Twenty-one): Hosted Internet Services

A. Email
B. Web Hosting
C. Communication/Collaboration Services
**D. Other** (List and Describe)

### Category 22 (Twenty-Two): Cabling

A. **LAN**

1. Basic drop working off existing or net new infrastructure in a contiguous building, not requiring new fire penetrations etc. Include Price per Drop/Site. Specify type of cabling such as Cat5e/Cat6e/Cat7/Fiber, Plenum/Non-Plenum, etc.
2. Cable service(s) will be done on a case-by-case basis.
3. Cabling must adhere to the State of North Carolina's STS1000 Telecommunications Wiring Guidelines (http://www.its.nc.gov/library/pdf/STS1000.pdf) and TIA/EIA (Telecommunications Industry Association/Electronics Industry Alliance) Telecommunications Building Wiring Standards minimally, or any other state's requirements that are more stringent for that specified state.
4. Include installation/service geographical region and vendor(s) locations.
5. Must meet all requirements contained in the Cloud Computing Requirements Appendix B if applicable

**B. WAN/MAN**

1. Cable/wireless service will be done on a case-by-case basis.
2. Vendors will provide a concise narrative and pricing guide of what their proposal contains and entails
3. Include installation/service geographical region and vendor(s) locations.
4. Must meet all requirements contained in the Cloud Computing Requirements Appendix B if applicable.
5. **Other** (List and Describe)

### Category 23 (Twenty-Three): Professional Services for Evaluation, Design, Planning, Installation, and Configuration/Services:

- Reseller will the assign the best resource available based on the specific needs of the client, the product(s) being installed, and complexity of the infrastructure.

A. **Other** (List and Describe)

### Category 24 (Twenty-Four): K-1 Analytics Solution

- Comprehensive data analytics solution for school districts including student performance, whole child, school performance, district performance, and district finance and operations
- Ability to integrate data from multiple sources
- Role-based dashboards
- Predictive and geospatial capabilities
- Should include an easy to understand visualizations and intuitive interface

- Filtering and drilldown capabilities such as; ethnicity, gender, socioeconomic group, special education, homeless, English learner, gifted, foster, and other indicators as requested
- Turnkey solutions are encouraged
- Mobile ready solutions are encouraged
- Ability to be hosted in the cloud, on premises, or hybrid

| **Engineering Title** | **Description of Support** | **Hourly Rates** *(May be a Range)* |
|---|---|---|
| Project Management | Project Management | |
| Technician | AP and Switch Installation | |
| Systems Engineer | AP Configuration & Support, L2 Switching | |
| Senior Systems Engineer | Advanced Routing/ Wireless, Security, L3 Switching | |
| Senior Systems Architect | Project Planning, Design, Consulting | |

After hours rates will not be charged for any work performed during non-business hours. Rates are determined by the specific resource required and the duration of the project. If travel and lodging are deemed necessary, any charges will be specifically detailed in the Statement of Work and follow a State's General Terms and Conditions for Goods and Services.

The Responder should offer a complete listing of all Manufacturer Maintenance Plans available, by product Category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issues to resolved known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts with requires installation/software configuration support to facilitate replacement. The bidder may offer different discounts for manufacturer maintenance plans by product categories offered.

### Category 25 (Twenty-Five): Financial Services for IT purchases/leasing by:

1. Any public entity, including Pre-K–12 schools, Local Governments, Local Government entities.
    a. Subcategories (designated by the Proposer)
2. Private Pre-K/Library educational entities
    a. Subcategories (designated by the Proposer)
3. Non-profit Pre-K-12/Library entities
    a. Subcategories (designated by the Proposer)

4. If restricted to a particular vendor(s) or client(s) specify these entities/restrictions.

for an indefinite quantity contract, for Convenience/Term and E-Rate (if applicable) Purchases. Vendors may subdivide the Categories for pricing discounts.

**Vendors may specify different discount level(s) for volume purchase(s) or offer volume purchase discounts to USETPA and/or USETPA Member's/Subscriber's at any time through this RFP**

**during the contract period.**

**All pricing discounts are made on a 'to not exceed' basis meaning that vendors may elect to offer prices lower than those stated in their bid, but not higher.**

### Category 26 (Twenty-Six): Any and All Products/Services Not Listed previously.

A. **Other** (List and Describe)
Examples may be but are not limited to:

- Campus Control and Integration
- Cloud Services, Storage, Equipment, Software, End User Devices, etc.
- Cybersecurity Compliance, Governance & Security Solutions and Services
- Data Analytics
- Data Management
- GPS Location
- Internet Access
- Maintenance
- Managed Services
- Network Security
- Optimization/Acceleration
- Point to Point
- Professional Services
- Recycling of Equipment
- Refurbished Equipment
- Security/Video/GPS physical/on-site/cloud based
- Servers
- Software
- Storage – Onsite, Offsite
- Training & Staff Development
- UPS/Power
- Virtualization
- List any additional categories not previously listed and define the category.

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply the USETPA with information technology goods and services as listed above in accordance with N.C.G.S. 143-1 29.8. The USETPA intends to award an indefinite quantity contract for a five-year term, with the option of an extension in and equal term as a result of this RFP. We will select qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the USETPA for pricing, maintenance and support, and any value-added services. Multiple vendors may be given contracts for the same products/services.

for an indefinite quantity contract, for Convenience/Term and E-Rate (if applicable) Purchases. Vendors may subdivide the Categories for pricing discounts. **Vendors may specify different discount level(s) for volume purchase(s) or offer volume purchase discounts to USETPA and/or USETPA Subscribers at any time through this RFP during the contract period. All pricing discounts are made on a 'to not exceed' basis.**

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply the USETPA with information technology goods and services as listed above in accordance with N.C.G.S. 143-1 29.8. The USETPA intends to award an indefinite quantity contract for a five-year term, with the option of an extension in and equal term as a result of this RFP. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the USETPA for pricing, maintenance and support, and any value-added services.

You are being asked to submit a proposal in a sealed envelope at this time in accordance with the attached specifications and within the terms and conditions herein set forth, as well as an electronic version of the same proposal.

Individual manufacturer/distributor certified dealers and/or Original Equipment Manufacturers (OEM) are encouraged to submit bids, even if only a selection of the equipment/services are bid (ex: switches and/or wireless access points) as long as this is specified on the bid page. Do not list items if you are not submitting bids on those items.

For this solicitation the US Educational Technology Purchasing Alliance, will allow school, libraries and other public agencies to purchase under the terms and conditions of the contract established with the selected vendor under the provisions of G.S. 143-129(e)(3).

**US Educational Technology Purchasing Alliance**
**Request for Proposals**

# I. SCOPE

## 1.1 REQUIREMENT

The USETPA is soliciting proposals from qualified companies to enter into a Master Agreement for Technology Equipment/Services including but not limited to those specifically mentioned in this RFP. The RFP is subject to USETPA General Conditions and Instructions to Proposers and Special Provisions (Ref. Paragraph 2).

The Vendor(s) must deal directly with any USETPA Subscriber (herein "Participating USETPA Subscriber") concerning product/service orders, credit applications, purchase and lease documents, collection disputes, invoicing, and payment. USETPA or its Subscribers shall not be held liable for any costs, damages, etc., incurred by any Participating USETPA Subscriber.

This Master Convenience Contract is a result of this Request for Proposal dated June 16, 2016 and shall be construed to be in accordance with and governed by the laws of the State of North Carolina.

Each Participating USETPA Subscriber enters into the Master Convenience Contract that allows the Participating USETPA Subscriber to purchase/finance products from the Vendor(s) in accordance with each participating USETPA Subscriber's purchasing policies and procedure.

## 1.2 SCOPE OF PRODUCTS AND SERVICES

Responder should include all hardware and software provided through OEM agreements with the original manufacturer and included on the bidder's most recent published price list/catalog.

All new items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under this contract as new must be new. Refurbished items are not acceptable for new purchases.

Bidders may add an optional provision for certified refurbished equipment to be available for procurement under this contract, provided the specific warranties and warrantors are stated. Manufacturer-certified refurbished items must state this in all listings/offerings/contracts. All other certified refurbished items must have the certification agency named in all listings/offerings/contracts. In addition, non-manufacturer warrantors must have the following credentials to be considered:

- Current ISO Certification
- Be a member in good standing of one or both of the (2) primary secondary market industry associations: ASCDiNATD or UNEDA.
- Have a minimum warranty of 1 year on all certified refurbished equipment and provide a written statement of warranty terms.

## 1.3 DEFINITIONS

**Contracted Manufacturer**

1. The original manufacturer awarded the contract to directly provide the products and services solicited in this document or
2. The holder of a re-labeling agreement authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors.

**Distribution/Channel Partner**

1. A third party distributor or channel partner named in the contract held by the original manufacturer as authorized to provide the sales and support of the products solicited in this document or
2. A third party holding the contract and authorized by the original manufacturer to provide sales and support of the products solicited in this document directly or through certified sub-contractors.

**Manufacturer Maintenance**- Manufacturer offered and supported maintenance plans to include access to the manufacturer's technical assistance center, advanced replacement of parts (drop shipped) or advanced replacement of parts with labor, Plans typically will provide the purchaser options related to the level of support and responsiveness/deliver intervals (e.g. 8-5 next business day, 24/7 with 4 hour delivery), etc..

**Contracted Financial Services Provider**

1. The original Financial Services Provider awarded the contract to directly provide the products and services solicited in this document or
2. The holder of a re-labeling agreement authorized by the original Financial Services Provider/Manufacturer to provide sales and support of the products, directly or through certified sub-contractors which must be listed, including all contact information.

**RFP- Request For Proposal**

## 1.4 RESPONDER RESPONSIBILITIES

For the purposes of this type of contract the responder should identify itself as one of the following:

1. The original manufacturer providing direct sales support of the products/services in full compliance with all terms and conditions of this contract.
2. The original manufacturer choosing to designate authorized distribution/channel partners certified to provide direct sales and support of the products in full compliance with all terms and conditions of this contract.
3. A third party authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this

contract.

4. Holders of re-labeling agreements authorized by the original manufacturer to provide sales and support of the products, directly or through certified sub-contractors in full compliance with all terms and conditions of this contract.
5. A reseller of distributor authorized original manufacturer products.

The responder **must quote a minimum discount percentage for each category or subcategory**. USETPA reserves the right to delete any items offered and deemed, at the sole discretion of the USETPA, to be outside of the intended scope of this RFP.

The responder should submit with the proposal, a copy of the most recent Manufacturer Suggested Retail Price (MSRP)/Financial Services published price list/catalog and the price list if available **or** must provide an online link to the Price List/Catalog. In the event that the published price list/catalog does not exist, a signed and notarized typed listing of retail prices and minimum discounts of all categories (itemized if necessary) offered in the RFP response must be submitted in Excel format and will be posted online by the USETPA. Any terms and conditions contained therein are not applicable to this agreement. **The Suggested Retail Price list shall be maintained as items are discontinued/added**. **Discount percentages shall not be changed for the duration of the contract** unless it lowers the cost of the products/services. Once this has been changed it becomes the new public Discount Percentage for the duration of the contract.

All documentation requested in the invitation to RFP should be submitted with the RFP response. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request for additional information. Failure to provide the requested information in the time allowed may result in the rejection of the bid response

Responder MUST provide proof of financial stability and include the proof letter with their bid response.

1) The Proof MUST be on the appropriate letterhead stationery, and provided by the account executive responsible for the authorization, dated and signed.
2) **Responder must notify USETPA and all current/future clients immediately** of any change in the authorization.

Each Responder must provide the Name of the Company or branch office(s), Location(s) and Function(s) of the offices that will provide administrative support in the successful execution of this contract, including all contact information including:

1. **complete name**
2. **physical location (complete address)**
3. **phone number including the extension if necessary**
4. **email address**.

**Each responder must provide a list of authorized partners/branch offices and the contact(s) information responsible for maintaining this list.**

USETPA reserves the right to delete any items offered and deemed, at the sole discretion of USETPA, to be outside of the intended scope of this RFP.

The responder should submit with the proposal, a copy of the most recent manufacturer(s) published price list/catalog and the GSA price list if available. In the event that the published price list/catalog does not exist, a signed and notarized typed listing of retail prices and discounts of all categories (items if necessary) offered in the RFP response should be submitted. Such price list/catalogs shall be for informational purposes only, terms and conditions contained therein are not applicable to this agreement. This price list and discount shall be updated as prices/discounts are changed or discontinued/added.

The responder should submit with the proposal, a copy of the current warranty offered by the manufacturer for each category of hardware/software bid(s).

a. If not the original manufacturer, the responder should submit with proposal, documentation from the manufacturer certifying that the responding company is authorized to sell and support the products proposed.
b. If the responder is not authorized to service the products, the responder shall list the name(s), address(s) and phone number(s) of the manufacturer authorized/certified third party that will be utilized for service in full compliance with the terms and conditions of this contract and provide documentation of the agreement with the said third party.

The responder shall quote an hourly rate schedule for two (2) types of initial support upon request, or provide a fixed price Statements of Work (SOW) for deliverable-based services to the client..

1) Equipment Installation
2) Initial Software Configuration.

Both types of support shall only be made available by the responder and purchased by the Subscriber in direct support of, and in conjunction with a release order for the purchase of the hardware and software.

All documentation requested in the invitation to RFP should be submitted with the RFP response. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request for additional information. Failure to provide the requested information in the time allowed may result in the rejection of the bid response

Responder MUST obtain a Letter of Authorization from the manufacturer/distributor and MUST include the letter with their bid response.

1) The Letter of Authorization MUST be on the Manufacturer’s Letterhead stationery, dated and be signed by the Manufacturer's account executive responsible for the authorization.
2) The Letter of Authorization MUST certify that the bidder is an authorized manufacturer's representative/reseller and that an agreement exists between the Responder and manufacturer to supply the manufacture’s line of products to the USETPA Subscriber Purchasing Group.
3) Responder must notify USETPA and all current/future clients immediately of any change in the manufacturer authorization.

The Responder MUST be able to provide full time sales and repair/warranty staff and should have it be available a minimum of 8 hours per business day. The USETPA Subscriber(s) desire that each Responder provide a toll free 1-800 telephone number for this Help Desk Service. Each Responder must provide the Name of Dealer(s) or branch office(s), Location(s) and Function(s) (sales, help desk, installation, inventory, warranty, etc.) of the offices that will provide technical and administrative support in the successful execution of this contract. Each Responder MUST provide a list of certified installation/maintenance/warranty technicians, including their certifications, on staff at the time of the response, upon the client's request.

Responders MUST be actively merchandising the manufacturer's products, which will be evidenced by sales, finished goods inventory in warehouse facilities and installed products in the field, and warranty/repair facilities to service the contract.

Each Responder MUST provide a Letter of Line of Credit or equivalent from a reputable third party financing corporation which clearly states the Responder has a minimum Line of Credit or equivalent of at least Five hundred thousand dollars ($500,000.00) or equivalent.

Each OEM responder must provide a list of authorized partner/distributers.

## 1.5 CALENDAR OF EVENTS

**Reference pages 2**

## 1.6 RESPONDER INQUIRIES

No negotiations, decisions, or actions shall be executed by any responder as a result of any oral discussions with any USETPA/USETPA Subscriber Employee, or USETPA Consultant. Only those transactions, which are in writing, issued and an Addendum and/ or Informational Notice from USETPA Purchasing may be considered as valid. Likewise, USETPA shall only consider communications from responders which are signed and on company letterhead and/or submitted and an attachment via email. USETPA will accept inquiries via mail, certified mail, email or fax and telephone as indicated in the RFP.

## 1.7 SIGNATURE AUTHORITY

The person signing the response must:

1. Be a current corporate officer, partnership Member/Subscriber or other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or:
2. Be an individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit: or
3. Submit other documents indicating authority which are acceptable to the public entity.
4. Documentation must be provided in the RFP response.

1. Be an individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit: or
2. Submit other documents indicating authority which are acceptable to the public entity.

### 1.8 SIGNATURE

At least one copy of the RFP shall be signed in **original blue ink** by the authorized employee, agent, or representative of the bidder (see 1.7 above).

### 1.9 NUMBERS OF COPIES OF RESPONSE

- One (1) paper Bidder authorized, original blue signature RFP, response is required.
- One (1) additional electronic copy of the RFP response is also required. The digital copy may be digitally emailed to info@usetpa.com with the subject heading of:

  **USETPA RFP 2112026-CISCO Response**

- USB Flash/Thumb drives will be accepted as an alternative.
- One (1) watermarked, draft proposed contract with USETPA must be included with the response if different from the attached Appendix C. (This contract response may be rejected if not approved in advance by the USETPA and the response will be disqualified.)

**Response Date: See page 2**

### 1.10 DELIVERY OF RESPONSES

Responder is solely responsible for ensuring that its courier service provider makes inside deliveries to the USETPA physical location. USETPA is not responsible for any delays caused by the responder's chosen means of delivery.

Responder is solely responsible for the timely delivery of its RFP. Failure to meet the RFP opening and deadline shall result in the rejection of the RFP.

**ALL RESPONSES TO RFP REQUEST BECOME A MATTER OF PUBLIC RECORD AT THAT TIME. BY SUBMITTING AN RFP, RESPONDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE RFP AND THE RELEASE OF ANY INFORMATION.**

### 1.11 NON-EXCLUSIVE CONTRACT

This contract is non-exclusive and shall not in any way preclude the USETPA/USETPA Subscriber from entering into any similar contracts and/or arrangements with other vendors or from acquiring similar equal or like goods and/or service from other entities or sources.

### 1.12 CHANGES, ADDENDA, WITHDRAWLS OF RFP RESPONSE

If the responder needs to submit changes or addenda, such shall be submitted in writing, signed in original ink by an official representative of the responder, cross-referenced clearly to the relevant bid

section, in a sealed envelope, prior to the RFP opening. Such shall meet all requirements for the RFP, if the responder chooses to withdraw his RFP response; the withdrawal notice shall be in writing and received prior to the RFP opening.

### 1.13 COOPERATIVE PURCHASE

**US EDUCATIONAL TECHNOLOGY PURCHASING ALLIANCE**

The US Educational Technology Purchasing Alliance (USETPA), in accordance with North Carolina General Statute 143-129 e(3), operates a "competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies".

Contracts are issued on behalf of USETPA Member's/Subscriber's but are issued with the express intent to allow for cooperative purchasing and/or piggybacking as allowed by individual state law. Ensuring compliance with the terms and conditions of USETPA contracts, and state purchasing regulations:

- **Registration of Purchase Orders:** required to be registered with the USETPA in order to meet the expectations of auditors by one of two methods:
  a) **Copy of Purchase Order** emailed to: po@usetpa.org
  b) **Online Registration**: Short Online Form (Client Name, Address, PO Number, Date, Vendor Name)
    - To obtain the Registration address, contact by email: USETPA (info@usetpa.com) with the subject heading of **USETPA PO Registration Address**. This address will be given to all Awarded Vendors/Manufacturers as well.

### 1.14 SUBSCRIBER STATUS IN USETPA PURCHASING GROUP

Participation in the US Educational Technology Purchasing Alliance is open to all PreK-12 schools, LEAs, Libraries, Head Start organizations, state and local government agencies, community colleges, higher education institutions, and other public agencies, non-profits and PreK-12 educational institutions.

These objectives do not preempt Participating Member's/Subscriber's from using other contract vehicles or competitive processes as required by law

### 1.15 INVOICE

Invoices will be submitted by the Contractor upon presentation of properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within 30 days or receipt of properly executed invoice, or receipt of goods, whichever is later.

**PAYMENTS WILL BE PAID TO VENDOR(S) AND ADDRESS AS SHOWN ON THE PURCHASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THIS CONTRACT.**

### 1.16 CONTRACT PERIOD

The USETPA intends to award an indefinite quantity contract for a five-year term, with the option of one additional five (5) year extension, as a result of this RFP. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the USETPA for pricing, maintenance and support, and any value-added services.

### 1.17 RENEWAL

At the option of the USETPA and acceptance of the contractor(s), this contract may be extended for 4 (four) additional 2 (two) year terms, conditions and discount (or greater) structure.

### 1.18 MULTI VENDOR AWARD

USETPA contracts may be awarded to multiple Entities. Awards will be based upon respondents meeting a minimum score on the USETPA bid-scoring matrix.

### 1.19 AWARD EVALUATION CRITERIA

It is the intention of the USETPA to award this contract all-or-none to the responsive and responsible responder, meeting the requirements of the RFP specifications and offering the overall greatest discount percentages for each category. The discount percentage quoted by the Contractor shall establish the minimum level of reduced pricing offered to the USETPA in each of the categories from the manufacturer's most recent published price list catalog or on the notarized typed listing of retail prices. The discount shall apply to any updated items or new items added throughout the life of the new contract, in accordance with the specification requirements.

Net prices may not exceed the current advertised price. If not, the USETPA does not intend to award or to maintain any item in any group that is offered at a price equal to or above the Suggested Advertised Retail Price**. An online link to the current Suggested Advertised Retail Price must be provided with the vendor proposal.**

An award may be made to all responsive and responsible submissions to the USETPA's request for competitive fixed price bidding. However, not every representative of a line of products/services may be awarded a contract.

### 1.20 IT PRODUCT CATEGORIES

The broad product categories included herein are established to provide bidder the flexibility of offering different discounts by category of products. The descriptions of each category are not intended to limit the products offered by the bidder however, the USETPA reserves the right, at its sole discretion, to exclude /remove any products deemed beyond the intended scope of this contract.

### 1.21 USETPA FEES

In order to maintain and enhance the quality and quantity of USETPA contracts, all vendors agree to pay a 1.0-1.75% fee of all purchases made by the Subscribers to the Consortia Purchasing Advisors, LLC for expenses related to the maintenance and management of the USETPA. This 1.0-1.75% fee is not to be included in the pricing structure submitted and may not be charged to members

## II. GENERAL TERMS AND CONDITIONS

**1.1 Award**: Any contract resulting from this Request for Proposals shall be awarded to the Vendor(s) that submits the best overall proposal as determined by the USETPA in accordance with N.C.G.S. 143-129.8. The USETPA may negotiate with any Vendor(s) in order to obtain a final contract that best meets the needs of the USETPA.

**1.2 Questions**: See Page 2

**1.3 Documentation**: All documentation submitted by Vendor(s) is voluntary and becomes the property of the USETPA who is under no obligation to return or pay for any of the material submitted by a Vendor in response to this RFP.

**1.4 Acceptance:** The USETPA reserves the right to accept or reject any or all of the proposals submitted, and to waive informalities and accept that proposal which appears to be in USETPA's best interest.

**1.5 Proposal Review**: The USETPA will review and analyze each proposal and reserves the right to select the Vendor(s) who offers the best value. The USETPA shall select the Vendor(s), which in the USETPA's opinion, has made a proposal best suited to the needs and goals of the USETPA and deemed to be in compliance with the terms of this RFP.

**1.6 Contract Transfer**: The Vendor(s) shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous written consent of the USETPA. The USETPA reserves the right to declare the Vendor(s) in default and terminate the contract for cause. All Vendor notifications of name/address/insurance/contact/phone number changes must be received by the USETPA in writing within 30 days of the legal change (email is acceptable to the information/legal documents to the USETPA).

**1.6.1 Contract Assignment/Transfer**: The Vendor(s) shall not assign or in any way transfer any interest in the contract without the prior written consent of the USETPA, provided, however, that the claims for money due or to become due to the Vendor(s) from the USETPA may be assigned to a bank, trust company or other financial institution without such consent so long as notice of such assignment shall be expressly made subject to all defenses, setoffs, or counterclaims which would have been available to the USETPA against the Vendor(s) in the absence of such assignment.

**1.6.2 Equipment/Services Subcontract/Transfer**: None of the equipment/services to be provided by the Vendor(s) pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership, or other such entity without the prior written consent of the USETPA. No subcontract or delegation shall relieve or discharge the Vendor(s) from any obligation or liability under the contract. Notification of all allowed changes must be communicated in writing to the USETPA within 30 days of the change.

**1.7 Insurance Requirements**: The Vendor(s) shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Comprehensive General Liability, Comprehensive Automobile Liability, and Workers Compensation in the following amounts and types for the duration of the contract with no lapse in coverage. (any changes in the name of a company (example name of company/vendor: INC to LLC) should be updated by the vendor sending the USETPA the appropriate insurance forms again) within 30 days:

**1.7.1 Comprehensive General Liability** – Vendor(s) to supply the USETPA with original certificates of insurance covering public liability in an amount not less than $1,000,000 per accident.

**1.7.2 Comprehensive Automobile Liability** – Vendor(s) to supply the USETPA original certificates of insurance in an amount not less than $1,000,000 and shall cover property damage, and operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

**1.7.3 Workers' Compensation/Employers Liability Insurance** - The Vendor(s) shall furnish the USETPA with original certificates showing that all its employees who are engaged in any work under this Contract are protected under Worker's Compensation insurance policies with a limit no less than the minimum required by North Carolina state statutes.

**1.7.4 Insurance for USETPA:** The Vendor(s) shall carry insurance with an insurance company authorized to do business in NC and satisfactory to the USETPA so as to hold the USETPA harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Vendor(s) or for anyone in Vendor's employ during the execution of the contract derived from this RFP.

**1.7.5 Insurance Certificates**: Prior to starting on the contract derived from this RFP, the Vendor(s) shall deposit with the USETPA original certificates from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Vendor. The certificates must be on a form satisfactory to the USETPA.

**1.8 Sales Taxes:** Please include appropriate Sales tax or other applicable taxes, if any, as a separate line item in your proposal. Sales tax records and certified statements may be required for all materials and supplies that are purchased in the fulfillment of this project.

**1.9 Amendments:** No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the USETPA.

**1.10 Causes Beyond Reasonable Control:** Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**1.11 Outside Contract Fees:** The Vendor(s) represents that no other person other than the bonafide

employees working solely for the Vendor(s) have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award for making of this contract. For breach or violation of the representation, the contract price, consideration, or otherwise, the USETPA may recover the full amount of such commission, percentage, brokerage fee or other consideration.

**1.12 Outside Contract Fees:** The Vendor(s) represents that no other person other than the bonafide employees working solely for the Vendor(s) have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award for making of this contract. For breach or violation of the representation, the contract price, consideration, or otherwise, the USETPA may recover the full amount of such commission, percentage, brokerage fee or other consideration.

**1.13 Product Delivery:** Unless otherwise stated, all items shall be quoted and delivered F.O.B. destination (i.e. at a specific USETPA Member/Subscriber address), and delivery cost and charges (if any) shall be included in bid price.

**1.14 Contract Duration:** Any contract which results from this Request for Proposal shall be for the duration of the proposal, contingent upon USETPA satisfaction and Vendor(s) adherence to Terms and Conditions. Purchase Orders issued by the USETPA Member/Subscriber shall serve as the USETPA Member's/Subscriber's only commitment to purchase. The contract resulting from this RFP may be used as a Convenience Contract (with the exception of E-Rate Pricing) available for use by any current or future USETPA Member's/Subscriber's at any time during the term of the contract. All purchase orders shall reference this Agreement.

**1.15 Contract Situs:** The place of this contract, its situs and forum, shall be Brunswick County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

**1.16 Value-Added Services:** Contract related value added services may be provided by the Vendors/Dealers. Value added services may be, but are not limited to, training, installation, asset tagging or imaging, planning, etc.. These additional services will be negotiated by the Subscriber with the contract holder.

**1.17 Delivery:** Delivery of products/services shall be completed within 30 days from the date of the original Purchase Order, unless agreed to by the USETPA Member/Subscriber. Purchase Orders may be cancelled by the USETPA Member/Subscriber, in writing, with no penalty or expenses to the USETPA Member/Subscriber if the order is not delivered by the Vendor within 30 days from the original order, or the additional time limit as agreed to by the USETPA Member/Subscriber.

# Part 2: Submission of Proposals

## 1.18 RFP Evaluation

- Award(s) will be based on the lowest and best bid (most advantageous to USETPA Member's/Subscriber's) as determined by consideration of:

a. Prices offered: 30%
b. Quality of item(s) offered and suitability for intended use: 25%
c. General Reputation and performance capabilities of vendor: 25%
d. Conformity with specifications herein: 20%

- The USETPA will perform a full and complete evaluation of all submittals. The Senior Contract Administrator (SCA) will be responsible for all final decisions on behalf of the USETPA and its Member's/Subscriber's.

- Recommendation for award will be based upon the most advantageous proposal(s) received considering product pricing discounts, maintenance pricing discounts, and any and all other value- added services proposed by the Vendor to the USETPA.

- Value-added services will be given special consideration by the USETPA

# INTRODUCTION TO RFP REQUIREMENTS

## A. GENERAL CONSIDERATIONS

1. Costs for developing responses to this RFP are entirely the obligation of the Vendor(s) and shall not be chargeable in any manner to the USETPA. Submission of a sealed response to the RFP will signify the Vendor's agreement that their response and the contents thereof are valid for 90 days.

2. The USETPA reserves the right to negotiate with any Vendor(s) in order to obtain a final contract that best meets the need of the USETPA/Member/Subscriber. Additionally, the USETPA reserves the right to reject any and all RFP responses if it is determined to be in the best interests of the USETPA to do so.

3. Responses received after the due date and time specified in this RFP will not be considered.

4. Winning Vendor(s) must agree to provide a complete searchable electronic price list with discounts in Excel format to USETPA within five (5) business days, if not included with the original bid or posted online, and may be emailed to landon@usetpa.org

5. **Proposed Vendor contracts that differ from the Appendix C must be noted and <u>must</u> be included with the written response to this RFP and approved in advance of the submission.**

## B. EVALUATION CRITERIA

- The USETPA will evaluate all properly submitted responses.

- The following general criteria will be used to evaluate the responses:
  1. Prices offered: 30%
  2. Quality of item(s) offered and suitability for intended use: 20%
  3. General Reputation and performance capabilities of vendor: 20%
  4. Conformity with specifications herein: 20%
  5. M/WBE status: 10%

- USETPA Member's/Subscriber's reserve the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs.

## C. FORMAT FOR RESPONSE TO RFP

This section serves as a checklist for the expected format of the Vendors' response to the RFP. Any supporting documentation should be included in an appendix or attachment.

All appropriate Appendices must be completed and attached.

The evaluation process will provide credit only for the capabilities and advantages, which are presented by the Vendor in the written response. One original signed response must be submitted, and three additional copies are requested. One proposed contract with USETPA must be included with the response, if different from the Appendix C.

### D. COVER LETTER

A letter of introduction, including the name and address of the Vendor(s) submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor(s) to all commitments made in the response.

### E. VENDOR PROFILE

Provide a company profile including the organization which will directly support the USETPA. The bidder MUST submit a letter on their letterhead certifying that they are authorized to operate contractually and sell within the State of North Carolina.

### F. REFERENCES

Provide a list of the three most recent, comparable contracts, if any, which you have performed, and include references for each. The Bidder should provide/demonstrate a record of past performance indicating its ability to fulfill this contract. Each Bidder will include company name, point of contact/individual's name, individual's title and phone number for each reference provided and year and type of service provided. Include a list of failed projects, suspensions, debarments, and significant litigations, if any. In addition provide additional information as requested.

### G. PROPOSAL

Provide your proposal in such a way that is clear, concise, and according to the business/technical specifications and pricing requirements.

### H. APPENDIX OR ATTACHMENT TO PROPOSAL, (optional)

Provide additional supporting literature

### I. ADDITIONAL REQUIREMENTS

All submitted equipment/services must be identified as E-RATE eligible if the Vendor wishes to bid for E-Rate discounts to USETPA Subscribers. This will be identified by listing an E-Rate discount in the appropriate column(s) of the response.

### J. DOCUMENTATION

The successful Vendor (s) shall provide complete technical documentation of all products.

### K. WARRANTY

The successful Vendor(s) shall warrant that all new equipment is **NEW**, in good working order, free from defects and in conformance to specifications. All equipment must conform to the manufacturer's official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace any defective equipment within the warranty period at the successful Vendor's sole expense.

Bidders may add an optional provision for certified (refer to section I, subsection 1.2) refurbished equipment to be available for procurement under this contract, providing the Subscriber agrees in writing to accept warrantied refurbished equipment. All equipment must conform to the manufacturer's official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace (as determined by the USETPA Subscriber to be in its best interest) any defective equipment within the warranty period at the successful Vendor's sole expense.

## L. MAINTENANCE AND SUPPORT

Each Vendor(s) must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs should be included. Routine maintenance shall include, but is not limited to: Error or defect correction, Updates, and Telephone Assistance.

## M. GENERAL REQUIREMENTS

All equipment and material must be NEW and of the highest quality and reliability. Bidders may add an optional provision for certified (refer to section I, subsection 1.2) refurbished equipment to be available for procurement under this contract, providing the Subscriber(s) agree in writing to accept warrantied refurbished equipment.

USETPA objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response unless written approval is obtained in advance of official submission. This applies to any language appearing in or attached to the document or contract as part of the bidder's response. Do not attach any additional terms and conditions. By execution and delivery of this document, including Appendix C, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

## N. INDEMNIFICATION

In carrying out these works, the Vendor(s) will act as an independent contractor and must agree to keep the USETPA/USETPA Subscriber indemnified against any and all claims, actions or demands that may be brought, made, or arise in respect of anything done, or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Vendor(s).

## O. CANCELLATION

The USETPA, reserves the right to cancel the contract resulting from this Request for Proposal if, in the USETPA's opinion, the service provided is not satisfactory or Vendor attempts to circumvent this RFP/Contract. In the event of cancellation, the Vendor(s) will have no right of action against the USETPA/USETPA Subscriber for damages; however, cancellation would not, in any manner, limit the USETPA's right to bring action against the Vendor(s) for damages for breach of contract. Ten days written notice of cancellation will be provided.

## P. INQUIRIES

All inquiries regarding this Request for Proposal must be in written form and directed to Senior Contract Administrator, via email, info@usetpa.com .

All questions should be submitted, in writing, at least seven (7) business days prior to the closing time and date.

No verbal representations, promises, statements or advice made by any employee of the USETPA/USETPA Subscriber should be relied on.

All questions and answers will be posted on the USETPA website at USETPA.org .

## Q. ERATE REQUIREMENTS

- If applicable, Vendor/Dealers/Resellers, should participate in the Federal Communication Commission's E-Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. The Vendor/Dealer's participation and implementation of this program **must not include any service or administration fee**. The submitted bids may be used to apply for E-Rate funding by schools/libraries.
- Equipment/services included in the bid must be noted if they **are/are not/partially (specify) E-Rate eligible**. Vendor/Dealer/Reseller SLD SPIN numbers must be provided if Vendor/Dealer/Reseller is E-RATE eligible.
- **MINI-BIDS FOR THE PURPOSE OF E-RATE**

  Schools and libraries are required to conduct a mini-bid of all vendors listed on this contract in order to qualify for E-Rate funding. Vendors shall review the mini-bid and provide best and final pricing to the school or library within the time period requested by the school or library.

## R. AVAILABILITY OF FUNDS

Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the USETPA Member/Subscriber for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal/state funds, the USETPA Member's/Subscriber's performance and payment shall be subject to and contingent upon the continuing availability of said federal/state funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the State Legislature/Local School Board for the purposes set forth in the Contract. If funds to effect payment are not available, the USETPA Member/Subscriber will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected deliverables and software not yet delivered under this Contract, terminate any services supplied to the USETPA Member/Subscriber under this Contract, and relieve the USETPA Member/Subscriber of any further obligation thereof. The USETPA Member/Subscriber shall remit payment for deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

## S. FIRM PRICE DISCOUNT

Pricing applies to purchases made under the terms and conditions set forth in this document and are firm for the stated Agreement term. The pricing discounts will be applied against Manufacturer's/Vendor's then current, Suggested Advertised Retail Price at the time of acceptance of the Purchase Order by Vendor/Dealer to determine the net price to be paid by the USETPA

Member/Subscriber for Products and Services under the Agreement. USETPA requires that dealers sell Products or Services at not less than the stated pricing discounts set forth in the Agreement, and dealer may offer additional incremental discounts, in their sole discretion to USETPA Member's/Subscriber's. To the extent that an USETPA Member/Subscriber proposes additional requirements or a change to the stated terms and conditions set forth in the Agreement, both Vendor/Dealer and the USETPA Member/Subscriber may mutually agree to such change in writing in a separate addendum.

## T. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS

1 The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or vendor/dealers ("contractual personnel") who will engage in any service on or delivery of goods to USETPA Member/Subscriber property or at a USETPA Member/Subscriber sponsored event.

2 The checks shall include at a minimum, checks of the State Sex Offender and Public Protection Registration Program,

3 the State Sexually Violent Predator Registration Program, and

4 the National Sex Offender Registry ("the Registries").

5 The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods.

6 The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation).

7 In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement.

8 Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement.

9 Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries.

10 Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the USETPA Member/Subscriber upon request.

11 Provider specifically acknowledges that the USETPA Member/Subscriber retains the right to audit these records to ensure compliance with this section at any time in the USETPA's effective sole discretion.

12 Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement.

13 In addition, the USETPA Member/Subscriber may conduct additional criminal records checks at Provider's expense. If the USETPA Member/Subscriber exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the USETPA Member/Subscriber for all contractual personnel who

may deliver goods or perform services under this Agreement.

14 Provider further agrees that it has an ongoing obligation to provide the USETPA Member/Subscriber with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. USETPA Member's/Subscriber's reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if USETPA Member's/Subscriber's determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

## U. DISPUTE RESOLUTION:

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the USETPA Member Contract Administrator for decision. A claim by the USETPA shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## V. FEDERAL FUNDS

If the source of funds for a purchase are federal funds, the following federal provisions apply, as applicable:

1. the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5),
2. the Copeland "Anti- Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5),
3. the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60),
4. the McNamara- O'Hara Service Contract Act (41 U.S.C. 351),
5. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
6. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
7. Executive Order 11738,
8. Environmental Protection Agency regulations (40 CFR Part 15),
9. the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5),
10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352),
11. Debarment and Suspension (Executive Orders 12549 and 12689),
12. the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
13. the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and

3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),

14. and mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871),
15. Title VI of the Education Amendments of 1972;
16. Section 504 of the Rehabilitation Act of 1973;
17. the Age Discrimination Act of 1975;
18. Title 7 CFR Parts 15,15a,and 15b;
19. the Americans with Disabilities Act;
20. CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials.

## W. COMPLIANCE WITH FEDERAL FUNDS PURCHASES

In accordance with 2 CFR Part 200, Subpart E, Cost Principles, all purchases made with federal funds, regardless of the method of purchase, must be determined to be:
Reasonable in cost (comparable to current fair market value) necessary to carry out the objectives of the federal program allowable under the federal cost principles and the terms and conditions of the award allocable (chargeable or assignable) to the grant program based on the relative benefits received.

## X. EDGAR (Education Department General Administrative Regulations) Compliance

The following provisions in the appendix are required and apply when federal funds are expended by an Approved Entity for any contract resulting from this procurement process. The Approved Entity is the sub grantee or sub recipient by definition.

Reference Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations **https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html**

## Y. CLOUD COMPUTING: Contracting Inclusions

Minimal list of items that must be included in any cloud contract that applies to any public entity. Each entity may have additional requirements that must be included in any contract. Vendor is responsible for verification with the entity.

## Z. TERM OF CONTRACT - EFFECTIVE DATE / INITIAL CONTRACT PERIOD

The effective date of this contract is the first day of the Contract Period as specified on the posted statement of award. The initial term of this agreement is two (2) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

## AA. TERM OF CONTRACT - OPTION TO RENEW

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 2 years, for a maximum total of up to 10 years.

If the Vendor or the USETPA notifies the other party, in writing (email attachment on Vendor letterhead) that it elects not to renew the contract at least sixty (60) days prior to the date of renewal, then the automatic renewal is cancelled.

Regardless, this contract expires no later than the last date stated on the final statement of award.

## Appendices Index:

**Appendix A:** E-Rate Universal Fund Discount Spin Number Form **(Required from all Bidders participating in the SLD E-Rate Program)**

**Appendix B:** Cloud Data

**Appendix C:** Bidder Cover Form/Contract (Required for all bids)

**Appendix F:** Piggyback Clause (Required for all bids)

**Appendix G:** States where vendor wishes to offer services and where vendor maintains a physical location **(Required for all bids)**

**Appendix H:** M/WBE/SB certification (Required for all bids)

**Appendix I:** USETPA Administration Fees

**Appendix J:** USETPA Summary

**Appendix M:** Drug Free Workplace

**Appendix O:** Edgar Compliance **(Required for Contracts using Fed $)**

**Appendix S:** National Supply Chain Security

## Appendix A: ERATE

- **E-RATE UNIVERSAL SERVICE FUND DISCOUNT SPIN NUMBER**

  Products being procured under this solicitation may be eligible for Universal Service Fund Discounts. Bidders desiring to participate in the Universal Service Discounts programs must comply with all applicable Federal Communications Commission and State laws/regulations/rules that apply to these programs. Vendors should indicate their willingness to participate in these programs by signing below:

- **MINI-BIDS FOR THE PURPOSE OF E-RATE**

  Schools and libraries are required to conduct a mini-bid of all vendors listed on this contract in order to qualify for E-Rate funding. Vendors shall review the mini-bid and provide best and final pricing to the school or library within the time period requested by the school or library.

- **NATIONAL SUPPLY CHAIN SECURITY (review appendix S)**

  The Supply Chain First Report and Order (DA 19-121) prohibits the use of the Universal Service Fund (USF) support to purchase, obtain, maintain, improve, modify, or otherwise support any equipment or services produced or provided by companies that pose a national security threat to the integrity of communications networks or the communications supply chain. (See Appendix S)

Name of E-Rate Registered Vendor:_____

/ /

| Authorized Signature | Date | SPIN Number |
|---|---|---|

## Appendix B: Cloud Data

### Cloud Computing: Contracting Inclusions

**NOTE:** (Required for all contracts involving off-premise Subscriber data; contracts must adhere to all included considerations)

**I. Pricing:**

- The contract will include specific price caps to eliminate ballooning costs after the initial investment. For example, a fee increase cap of 3% is commonly used in such contracts, along with a provision to ensure that if the service is offered to other customers at a lower cost, the USETPA Subscriber will receive that lowest cost pricing. An effective method of monitoring the pricing must be provided by the cloud provider.

**II. Data Assurances:**

A. **Ownership:** The contract shall clearly state that the USETPA Subscriber owns all data residing within the cloud environment. Typically, the contract language will include rights to USETPA Subscriber data ownership related to issues such as intellectual property as well as disallow accessing the data for corporate gain by the cloud provider or organizations other than the USETPA Subscriber.

B. **Access to Data:** The contract shall mandate that the USETPA Subscriber be able to access and retrieve its data stored in the cloud at its sole discretion. The USETPA Subscriber shall have the right to access all data, regardless of who created the content and for what purpose, in order to ensure that individual USETPA Subscriber employees cannot prevent access to data that would have traditionally resided on USETPA Subscriber servers, etc. Furthermore, the contract shall specify how the data will be retrieved from the cloud in the event of an emergency or time-sensitive situation, with specific procedures and timelines noted. In all cases involving data access and retrieval requests, the contract shall specify the process by which the USETPA Subscriber will validate the request, including positions within the USETPA Subscriber authorized to make such a request and to whom within the cloud provider.

C. **Disposition of Data Upon Request:** The contract shall provide a mechanism for the USETPA Subscriber to require the cloud provider to destroy specified records as requested. The purpose of this mechanism is to allow the USETPA Subscriber to destroy records when allowed by law (i.e. according to the retention schedule) and not have additional copies of the records residing in other locations, such as the cloud, then making the records subject to disclosure upon public records requests or in the event of litigation.

D. **Disposition of Data Upon Contract Termination:** The contract shall provide clear instructions on how USETPA Subscriber data will be returned or retrieved in the event of contract termination. It is important to include the timeframe for such provision of all data, the process, and the exact format of the data. It is important to note that most cloud services involve

proprietary or non-standard formats of data, which upon exporting to the USETPA Subscriber, would render it useless. Therefore, the contract shall specific a common format for data return/retrieval, such as XML. The contract shall also include specifications requiring the vendor to destroy all USETPA Subscriber data after contract termination, along with the USETPA Subscriber's right to conduct an audit to ensure the data has been destroyed.

E. **Data Breaches:** The contract shall specify the cloud vendor's obligations in the event of data breach or unauthorized access. It is important to include reporting/notification requirements related to the breach within a specified timeline, as well as details about the breach such as its nature, the data compromised, the involved parties, mitigation efforts, and corrective actions to be taken by the vendor. The contract shall also specify indemnification in the event of the breach, as the data breach relates to specific legal, regulatory, and operating agreement provisions. In other words, the cloud provider shall be responsible for all damages, fines, etc. including litigation costs related to a breach. Many cloud providers avoid putting this type of language in their contracts, which makes the USETPA Subscriber liable for costs associated with breaches.

F. **Data Storage Location:** The legal system cannot keep pace with technology and, currently, most courts are holding that the legal jurisdiction over a contract dispute involving data takes place in the state where the data physically resides. North Carolina has a law (G.S. 22B-3) which voids contract provisions that require disputes under the contract to be litigated outside of the state, but it is important to consider the inclusion of statements about the physical storage location of USETPA Subscriber data (particularly requiring the data to remain within the United States).

G. **Legal Data Holds/Public Record Requests:** The contract shall include provisions related to litigation holds on data (also called litigation cooperation clause). First, the contract shall specify the communication process for informing either the cloud provider or the USETPA Subscriber of any legal requests (including public records requests), as well as mechanisms to ensure that the data is preserved in its entirety during the duration of the litigation. A legal hold also requires maintaining any media that was used for backup of the data which must be available for searching. Furthermore, the contract shall specify that the cloud provider will not provide data to individuals, groups, or organizations making records requests unless directed to do so by an authorized USETPA Subscriber official. The contract shall also include a provision indicated the process by which the data requested will be reviewed and potentially redacted or removed from provision by authorized USETPA Subscriber officials, in order to ensure compliance with NC General Statutes minimally, and any other states requirements that are more stringent.

H. **Right to Audit and Inspect:**
- Multiple audit formats to be specified in the contract:

a. The USETPA Subscriber has the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments. In addition, any reports produced from these audits and certifications will be provided to the USETPA Subscriber for review.

b. The USETPA Subscriber (or a third-party provider selected by the USETPA Subscriber) has a right to perform an onsite inspection of the cloud vendor's infrastructure and security practices on a specified basis.

c. The USETPA Subscriber has the right to review the infrastructure and security specifications in written format if it so chooses.

d. The USETPA Subscriber shall have a right to audit the performance records of the cloud provider, as well as access to daily and weekly service quality statistics.

I. **Service Level Agreements (SLA):**
The contract shall specify service level parameters, minimum levels, and specific remedies and penalties for non- compliance with SLAs.

- Always include:
  1) Uptime,
  2) Performance and response time,
  3) Error correction time, and
  4) Infrastructure and security.

Ensure that the SLA clearly defines the pertinent terms, such as downtime, scheduled downtime, etc. These definitions eliminate ambiguity in contract enforcement, as well as provide specific mechanisms for calculating compliance with the SLA.

J. **Remediation/Penalties:**
Remedies for violation of the SLA shall include corrections and/or penalties. Both corrections and penalties shall be specific (such as "Service credit will be rendered when SLA is not met by Vendor. The service credit will be applied as liquidated damages against the following quarter of service costs." It is important to document how the credit will be provided and when it will be provided. Ideally, the financial penalty shall be 10-20 percent of the contract, per Gartner, in order to motivate the vendor to avoid violations. These penalties shall be related to SLA performance, while fines and costs associated with data breaches shall be covered under the Data Assurances section of the contract.

K. **Disaster Recovery/Business Continuity**
The contract shall specify minimum disaster recovery and business continuity requirements and ensure that the cloud provider meets the minimums through inspection of documentation, etc. Furthermore, the contract shall specify penalties for failures in complying with the minimum requirements, as discovered through onsite inspections, audits, or actual disasters.

L. **Outsourced Services**

The contract shall require the vendor to inform the USETPA Subscriber of any outsourced functionality and its provider. The contract shall also require the cloud vendor specify with whom the contract is signed to remain directly responsible for all terms of the contract, regardless of outsourced functions. The contract shall also specify that no assignment of the contract or components of the contract can occur without explicit, written agreement from the USETPA Subscriber.

M. **Termination**

The contract shall state that the USETPA Subscriber can terminate the contract "at any time with 30 days notice without having to show cause and without additional fees or penalties." The contract shall require the cloud provider to provide advance notice at a set time, e.g., 60 days before service discontinuation. As previously noted, the contract shall specify how data will be retrieved/returned upon termination by either party. Escrow language shall also be included in the event of a cloud vendor going out of business.

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

## Appendix C: Bidder Cover Form/Contract Page 1 of 2

### Bidder Cover Form/USETPA Contract

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (N.C.G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the NC General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that we are not an ineligible vendor as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. By signing this proposal, upon an award of contract, bidder is bound by the terms and conditions of contracts as submitted to with response or in subsequent negotiations, except Appendix I is a nonnegotiable addendum to any contract that changes the original RFP. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect on Appendix I. The countersigned contract will be posted online and may be downloaded. Sales Contact and an Accounting Contact information must be listed, and kept current through letterhead email.

## Appendix C: Continued, Page 2 of 2

| | | |
|---|---|---|
| **Bidder/Vendor:**<br><br>(full legal name of business submitting the offer and must be a single and distinct legal entity, not a branch office or division of a larger entity.) | FEDERAL ID OR SOCIAL SECURITY NO. | |
| Street Address: | P.O. Box | Zip: |
| City, State, Zip: | Telephone Number:<br><br>Fax Number: | Toll Free Telephone Number:. |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE | | |
| **TYPE OR PRINT NAME OF AUTHORIZED PERSON SIGNING BELOW:**<br><br>(Person must be authorized to submit binding contract on behalf of Bidder/Vendor) | **TITLE OF AUTHORIZED PERSON SIGNING** | |
| AUTHORIZED SIGNATURE: | Date: | Email: |
| Sales Contact Name: | Sales Contact Phone Number: | Sales Contact Email: |
| Accounting Contact Name: | Accounting Contact Phone Number: | Accounting Contact Email: |

## Appendix F: Piggyback Clause:

Indicate on document if vendor agrees that other state and local public agencies may purchase under this bid at the same prices, terms and conditions stated in these bid documents, at the discretion of the successful bidder. Sales territories where piggybacking is approved for should be defined in Appendix G.

Agencies participating in this bid shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold USETPA harmless from any disputes, disagreements or action, which may arise as a result of using this bid.

_____My firm is agreeable to allowing piggybacking at the same price, terms and conditions

_____Sorry, I am unable to allow piggybacking for other state(s) and local agencies

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

## Appendix G

Please place a check next to the States for which you wish to be approved for the use of USETPA contracts. Also, indicate the States in which you certify that you maintain a physical location.

| State/Territory | Approved | Location | State/Territory | Approved | Location |
|---|---|---|---|---|---|
| USA | | | New Hampshire | | |
| Alabama | | | New Jersey | | |
| Alaska | | | New Mexico | | |
| Arizona | | | New York | | |
| California | | | North Carolina | | |
| Colorado | | | North Dakota | | |
| Connecticut | | | Ohio | | |
| Delaware | | | Oklahoma | | |
| Florida | | | Oregon | | |
| Georgia | | | Pennsylvania | | |
| Hawaii | | | Rhode Island | | |
| Idaho | | | South Carolina | | |
| Illinois | | | Tennessee | | |
| Indiana | | | Texas | | |
| Iowa | | | Utah | | |
| Kansas | | | Vermont | | |
| Kentucky | | | Virginia | | |
| Louisiana | | | Washington | | |
| Maine | | | West Virginia | | |
| Maryland | | | Wisconsin | | |
| Massachusetts | | | Wyoming | | |
| Michigan | | | Washington DC | | |
| Minnesota | | | Puerto Rico | | |
| Mississippi | | | American Samoa | | |
| Missouri | | | Guam | | |
| Montana | | | American V.I.s | | |
| Nebraska | | | | | |
| Nevada | | | | | |

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

## Appendix H: Business Category

# Business Category Certification

M/WBE

**Please initial all that apply and sign below.**

As defined by the US Equal Employment Opportunity (EEO), I certify that my Vendor qualifies as the following;

Minority Business Enterprise: _____

Women Business Enterprise: _____

As defined by the US Small Business Administration (SBA), my Vendor qualifies as;

Certified Small Business; _____

The U.S. Small Business Administration (SBA) certifies Veteran-Owned Small Businesses (VOSBs) and Service-Disabled Veteran-Owned Small Businesses (SDVOSBs)
My Vendor qualifies as a Veteran Owned or a Service Disabled Veteran Owned Business.

Veteran Owned: _____

Service Disabled Veteran Owned:_____

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

## Appendix I: USETPA Fees

**USETPA FEES:** In order to maintain and enhance the quality and quantity of USETPA contracts, all vendors agree to pay a 1.0-1.75% fee of all purchases made by the Member's/Subscriber's to the Consortia Purchasing Advisors, LLC (CPA) for expenses related to the maintenance and management of the USETPA. This 1.0-1.75% fee is not to be included in the pricing structure submitted for the bid. USETPA Member's/Subscriber's may not be charged this fee in any manner.

- Vendor shall pay the USETPA Administrative Fee in the amount of one to one and three fourths percent (1.0-1.75%) in accordance with the conditions of the Agreement. The USETPA Administration Fee is calculated by multiplying the one to one and three fourths percent (1.0-1.75%) times the "Net Purchase Price". The "Net Purchase Price" is defined as Vendor's product list price, minus all applicable contract discounts (the 1.0-1.75% Administrative Fee may not be included), rebates or value added incentives, and excluding sales, use or other applicable taxes.
- Manufacturers responding to RFP may elect to pay fee on behalf of Channel Partners or require that approved Channel Partners be responsible for the fee.
- The Administrative Fee percentage shall be calculated as 1.75% for the first $10,000,000 per calendar year for all categories of services and equipment procured through a USETPA Master Contract. For every $10,000,000 in additional sales a Vendor sells in a single calendar year, the fee shall be reduced by .25% on those sales until the lowest rate of 1% is achieved. The fee structure shall be as follows;

| Sales | Fee |
|---|---|
| **$0-$10,000,000** | **1.75%** |
| **$10,000,001-$20,000,000** | **1.50%** |
| **$20,000,001-$30,000,000** | **1.25%** |
| **$30,000,001 and above** | **1.00%** |

- The USETPA Administration Fee, along with a corresponding sales report, will be remitted quarterly in the form of a check or electronic payment ***(Contact the USETPA for the electronic payment information)*** to:

- **Payment Address:**
  - **Consortia Purchasing Advisors**
    **Attn: Reports Manager**
    **PO Box 295**
    **Tuckasegee, NC 28783**
    **Email Address: reports@cpadv.info (Submission of Monthly Reports)**

- Each remittance will include the time period covered including either a copy of the USEPTA Member's/Subscriber's correct invoice(s) or a data file including with all sales, dates, amounts and invoice numbers. The quarterly (calendar based) administrative fee shall be submitted by the last business day of the month following the previous quarter's actual sales (see table below). For example, the administrative fee for sales made in January-March is due by the end of April. A 1.5 percent (1.5%) per month charge will be added after the account is more than 30 days in arears.

| Sales Quarter | Report/Admin Fee Due Date |
|---|---|
| January-March | April 30 |
| April-June | July 31 |
| July-September | October 31 |
| October-December | January 31 |

- **CONTRACT REPORTING REQUIREMENTS**: The Vendor/Dealer will be required to process quarterly usage reports via email to the CPA Reports Manager for all contracts. Report must be completed by the end of the month following the "sales" quarter. All "sales" must be reported. If "No Sales" are achieved for a specific quarter, then "Zero" (0) must be reported for that specific quarter. Failure to report the monthly activity by the 30th of the following month is grounds for cancellation of the contract, while not waiving any fees owed at that time or for the duration of any existing agreement between clients/Member's/Subscriber's and vendors. USETPA reserves the right to collect all owed fees at the expense of the vendor. If personal assistance is required, please contact the USETPA.

- Some contracts may require more stringent and timely reporting requirements, which must be met as specified separately

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

GENERAL **Appendix J: USETPA Summary**

## US Educational Technology Purchasing Alliance Summary

**Mission:**

To aggregate the demand for technology goods/services on behalf of K12 public and private schools, Head Start organizations, libraries, local government entities and all other public agencies and private PreK-12 schools to bargain for lower prices and better terms than most of these entities can achieve on their own and to lessen the time and expense of conducting local bids for good/services.

### Member/Subscriber status:

USETPA has issued RFPs and awarded convenience/master contracts to multiple vendors for the same service in order to achieve wide geographical coverage and to allow for vendor preference. Member/Subscriber status is open to all eligible schools, libraries and public agencies at no cost. There is no legal obligation on behalf of any Member/Subscriber to the alliance and there is no mandatory requirement on behalf of any Member/Subscriber to use the contracts offered by the Alliance. Initially, bids were conducted in association with numerous professional organizations on behalf of all North Carolina K-12 public and private schools, Head Start organizations, and public libraries. The contracts have since been expanded to include local government agencies and used in over half of the separate states. This RFP is specifically targeted to expanding the number of qualified vendors in additional sales territories as well as provide terms and conditions that comply with additional state purchasing laws.

When using USETPA contracts only, Member's/Subscriber's will not have to conduct their own bids for goods/services and will not have to file their own E-Rate Form 470's. This will save them considerable time and insure local boards that all proper bidding requirements have been met, including the best possible pricing for goods/services. It is the express intention of the consortium to add additional subscribers after the the initial 470 contracts have been awarded. Non-Member/Subscriber entities are eligible to use the contract and be in compliance with the terms and conditions of the convenience contract providing that the sale is registered with the USETPA on the USETPA website address and copies of all purchase orders are remitted to the USETPA. Only formal Member/'s/Member/ Subscriber's may use the USETPA Form 470 for E-Rate purposes and Member/Subscribers are responsible for ensuring E-Rate compliance

## Appendix J: USETPA Summary (continued p2)

Products:

USETPA issues bids on behalf of its Member's/Subscriber's for a comprehensive array of technology goods/services that include both E-Rate eligible and non-eligible goods/services.

The items covered include telephone, cellular, internet access, wide area network, hosted email, web hosting, and hosted VoIP telephone recurring services as well as equipment including computers, servers, switches, wireless and wired local area networks, cabling/wiring, tablets, and maintenance.

Individual RFP(s) have been issued to cover a broad category of products. Vendors are encouraged to respond to all or parts of each RFP. USETPA expects demand to be in excess of $10,000,000 for most categories. Additional goods/services will be added as Member/Subscriber status identifies new products for which they would like to receive bids. Future RFPs are planned for other goods and services.

To be apprised of future opportunities and receive RFP notifications, vendors are encouraged to register at https://www.usetpa.org/register

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

## Appendix M: Drug free Workplace

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements;

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Informed employees about the dangers of drug use in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, & employee assistance programs, and the penalties that may be imposed for drug abuse violations.
3. In the statement specified in subsection 1 (one), notified the employees that, as a condition of working on services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than 5 (five) days after such conviction.
4. Imposed a sanction on, or required the satisfactory participation in a drug abuse or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to maintain drug-free work place through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

## Appendix O: Edgar Compliance

The following provisions are required and apply when federal funds are expended by USETPA Approved Entity for any contract resulting from this procurement process. The USETPA Approved Entity is the sub grantee or sub recipient by definition.

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

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

Pursuant to Federal Rules (A) above, when federal funds are expended by Approved Entity, Approved Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

***Does Vendor Agree? Yes_____initials of authorized representative***

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

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

purchase goods and services from other vendors when it is in the best interest of Approved Entity.

***Does Vendor Agree? Yes_____Initials of authorized representative***

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

***Does Vendor Agree? Yes_____Initials of authorized representative***

(D) **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. Compliance with the Contract Work Hours and Safety Standards Act require;**

(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 6 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.

***Does Vendor Agree? Yes_____Initials of authorized representative***

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

Pursuant to Federal Rule (G) above, when federal funds are expended by Authorized Entity, the vendor certifies that during the term of an award for all contracts by Authorized Entity resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

***Does Vendor Agree? Yes_____Initials of authorized representative***

(F) **Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain 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 Authorized Entity, the vendor certifies that during the term of an award for all contracts by Authorized Entity resulting from this procurement process, the vendor certifies that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

***Does Vendor Agree? Yes_____Initials of authorized representative***

(G) **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 certified 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 take 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 Authorized Entity, the vendor certifies that during the term and after the awarded term of an award for all contracts by Authorized Entity resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 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.

- 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 Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 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 to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

***Does Vendor Agree? Yes_____Initials of authorized representative***

(H) Record Retention- 2 CFR § 200.333

When federal funds are expended by Approved Entity for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Note that record retention requirements may be longer as per state or local law and/or E-Rate regulations and vendor should meet the most restrictive requirements.

***Does Vendor Agree? Yes_____Initials of authorized representative***

(I) **Davis Bacon Act & Copeland Anti-Kickback 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.**

Compliance with the Copeland "Anti-Kickback" Act requires;

(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."

***Does Vendor Agree? Yes_____Initials of authorized representative***

(J) **Equal Employment Opportunity-Except as otherwise provided under CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in CFR § 60-1.3 will include the EOC provided under CFR § 60-1.3.**

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."

***Does Vendor Agree? Yes_____Initials of authorized representative***

(K) **Additional FEMA Certifications - Vendor to certify if they wish to be considered eligible for contracts containing federal FEMA assistance.**

1) Access to records;

(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

2) 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

3) 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

4) No Obligation by 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

5) Program Fraud & False or Fraudulent Statements 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

***Does Vendor Agree? Yes_____Initials of authorized representative***

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____

## Appendix S: NATIONAL SUPPLY CHAIN SECURITY

The Public Safety and Homeland Security Bureau (PSHSB) of the Federal Communications Commission (FCC) have designated:

1. Huawei Technologies Vendor
2. ZTE Corporation
3. Hytera Communications Corporation
4. Hangzhou Hikvision Digital Technology Vendor
5. Dahua Technology Vendor
6. AO Kaspersky Lab
7. China Mobile International USA Inc
8. China Telecom (Americas) Corp
9. Pacific Networks Corp
10. ComNet (USA) LLC
11. China Unicom (Americas) Operations Limited
12. Kaspersky Lab, Inc

and their affiliates and subsidiaries, as companies that pose a national security threat to the integrity of communications networks.

Vendors **are not permitted** to include any product (hardware, software or service) the PSHSB/FCC has designated as an ineligible Vendor.

**Online Reference:** https://www.fcc.gov/supplychain/coveredlist

**NOTE: Vendors must notify the USETPA of any changes in their product lines based on any changes in the list that is posted by the PSHSB / FCC.**

**NOTE:** The Supply Chain First Report and Order (DA 19-121) prohibits the use of the Universal Service Fund (USF) support to purchase, obtain, maintain, improve, modify, or otherwise support any equipment or services produced or provided by companies that pose a national security threat to the integrity of communications networks or the communications supply chain.

**Signature:**_____ **Dated:**_____

**Printed Name:**_____ **Vendor:**_____

**Position/Title:**_____