



REQUEST FOR PROPOSAL #R10-1163 FOR: EXPERIENCE MANAGEMENT SOFTWARE

October 13, 2023

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Please see attached legal letter explaining exceptions.

14 November 2023

To Whom It May Concern:

Thank you for considering Qualtrics as a solution for your current business needs. We are happy to provide the information necessary to help your organization see the value Qualtrics' services can bring. The information contained in our submission is provided in good faith and is true and correct to the best of our knowledge as of the date of submission. The proposal documents themselves will not be included in the final agreement. With this in mind, we are writing in response to your proposal documentation, including, but not limited to:

Proposal Form 19: General Terms and Conditions Acceptance Form

Many customers require acceptance of lengthy contracts or terms and conditions during this early evaluation stage. Here at Qualtrics, our position is to engage in legal, security and insurance discussions after our customers have chosen us as a vendor. We invite your organization to review our General Terms and Conditions at <https://qualtrics.com/terms-of-service>, which provide insight into how our services work and the corresponding mutual terms we feel are necessary to create a great relationship. Upon request, a Word version of these terms may be provided for your review. Additionally, current Certificates of Insurance (COIs) detailing Qualtrics' coverage are available for your review, as applicable, at www.qualtrics.com/evidence-of-insurance/. Further, with thousands of customers, we are not able to commit to any individual customer's code of business conduct, but we maintain our own industry-standard Code of Ethics & Business Conduct, which is available at <https://qualtrics.gcs-web.com/static-files/0a47eba5-0554-40f5-b532-6740c5c860c2>.

Upon award to Qualtrics, our legal and security teams will be quick to respond and reasonable in our discussions. We understand the constraints that you may be facing and will work to a successful resolution that is agreeable for both parties.

We look forward to working with your organization.

Sincerely,



Mark Creer
Director

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section of General Terms and Conditions Referenced	Action	Exception
Recitals, 2 nd Whereas	Delete	Delete the 2 nd Whereas statement in its entirety.
Recitals, 3 rd Whereas	Replace	Replace the 3 rd Whereas statement in its entirety with the following: "WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control."
Section 1.4, Sentence 1	Add	Add "reasonable" before "timely" .
Section 1.4 , Sentence 2	Replace	Replace "one (1) working day" with "a reasonable time".
Section 2.1, Sentence 2	Replace	Replace "Contractor agrees that Region 10 ESC shall have the right, at its sole option, to " with "parties may".
Section 2.1, Sentence 3	Replace	Replace "Region 10 ESC" with "the parties" and replace "exercises" with "exercise".

Section 2.1	Add	Add "Notwithstanding anything to the contrary contained herein, the Contractor may change its pricing and product offering after 12 months as outlined in Articles 9 and 11." to the end of the section.
Section 2.2	Replace	Replace "Region 10 ESC" with "a party" and "awarded supplier" with "other party".
Section 3.3	Add	Add "reasonably commercially competitive with," before "comparable".
Section 3.3	Delete	Delete "any".
Section 3.3	Replace	Replace "customer" with "customers that are similarly situated and".
Section 4.2	Delete	Delete this section in its entirety.
Section 4.4, Sentence 1	Add	Add "except that Vendor may assign this contract without such approval to its affiliates or to its successor in a merger or acquisition of all or substantially all of its assets or business" after "Region 10 ESC".
Section 4.4, Sentence 3	Add	Add "materially and" before "adversely".
Section 5.1, Sentence 1	Replace	Replace "fails to fulfill" with "materially breaches", and replace "in a timely manner" with "with respect to timing".
Section 5.1, Sentence 1	Add	Add "materially" before "violates" and add ", and in each case Vendor fails to cure such breach or violation within 30 days after receiving notice thereof," before "Region 10 ESC".
Section 5.1, Sentence 3	Replace	Replace Sentence 3 in its entirety with "In such event, the participating agency or entity will be enabled to access and export its Customer Data. For purposes hereof, "Customer Data" means any content, materials, data, and information that the participating agency's or entity's authorized users of the products and services collect into the production system of the Qualtrics cloud service or that the participating agency or entity derives from its use of and stores within the Qualtrics cloud service (e.g., customer-specific reports).".
Section 5.2	Delete	Delete this section in its entirety.
Section 6.3, Sentence 2	Add	Add "that are consistent with the contract between Vendor and Customer/participating Member " after "Order Fulfiler".
Section 9.1	Add	Add "For the avoidance of doubt, nothing herein requires Vendor to renegotiate contracts that it has already entered

		into with any of its existing customers. " to the end of this section.
Section 9.2	Add	Add "If Region 10 does not approve a reasonable change proposed by Contractor under this Section 9 or Section 11, then Contractor may terminate as set forth in Section 5.4, in which case Region 10 will waive the notice period for such termination." to the end of this section.
Section 9.5, Sentence 1	Add	Add "applicable" before "jurisdiction".
Section 9.5, Sentence 1	Delete	Delete "(Region 10 ESC or its Participating Members)".
Section 10.1, Sentence 1	Replace	Replace "due diligence" with "records".
Section 10.1, Sentence 2	Replace	Replace "the accounting" with "such records to the extent necessary to verify appropriate pricing".
Section 10.1, Sentence 4	Add	Add "to the extent required by applicable law" after "New Jersey".
Section 10.1, Sentence 6	Add	Add "(on a reasonable cadence)" after "random audits".
Section 10.1, Sentence 7	Add	Add "reasonable" before "audit" and "to eligible entities" before "at".
Section 10.1, Sentence 9	Replace	Replace sentence 9 in its entirety with the following: "Whenever possible, such audits will be conducted remotely".
Section 11.6	Delete	Delete this section in its entirety.
Section 12.6, Sentence 8	Delete	Delete this sentence in its entirety.
Section 13.1, Sentence 1	Add	Add "Unless negotiated between Vendor and the applicable participating Member, and to the extent required by applicable law," before "Any/all".
Section 13.1, Sentence 2	Add	Add "(or similar)" after "following provisions".

Section 13.1, Sentence 3	Replace	Replace this sentence in its entirety with the following: "Customer's payment obligation for each contract year of the Agreement is conditioned upon the availability and appropriation of funds, subject to the following: If funds are not appropriated to support continuation of performance in a subsequent fiscal year period, Customer may terminate the Agreement at the end of the then-current contract year by notifying Qualtrics at least 30 days prior to the start of the next contract year (a "Non-Appropriation Termination"). Customer will not be entitled to any refund of any prepaid fees for any Non-Appropriation Termination and will be responsible for payment of amounts incurred up to the date of such termination."
Section 13.3, Sentence 1	Replace	Replace "actions of" with "breach of this Contract by".
Section 13.3	Add	Add the following sentence after Sentence 1: "To the extent permitted by applicable law, Region 10 shall protect, indemnify, and hold harmless Vendor and its employees and agents against all claims, damages, losses and expenses arising out of or resulting from the breach of this Contract by Region 10."
Section 13.5, Sentence 1	Add	Add "in the form approved by vendor" after "advertisement".
Section 13.6	Replace	Replace this section in its entirety with the following: "During the term of the Contract, Vendor will maintain the following insurance policies with insurers having an AM Best Rating of A- or better: (a) commercial general liability with a limit of \$1,000,000 per occurrence and in general aggregate; (b) commercial automobile liability with a combined single limit of \$1,000,000 per occurrence; (c) workers' compensation in compliance with statutory requirements; (d) employer's liability with limits of \$1,000,000 each accident, \$1,000,000 by disease each employee and \$1,000,000 by disease policy limit; (e) excess\umbrella liability with a limit of \$5,000,000 per occurrence and in the aggregate with respect to coverage required in (a) and (b); and (f) technology professional liability with a limit of \$5,000,000 per claim and in the aggregate. Following execution of the Contract and upon request of Region 10, Equalis Group, or Member, Qualtrics will deliver or make available for download a blanket certificate of insurance evidencing existence of the required coverage. Vendor or its insurers or brokers will provide the

		relevant participating agency at least 10 days' advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or a participating agency's approval of insurance coverage to be maintained by Vendor are intended to, and will not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Vendor under the Contract. "
Section 13.7, Sentence 1	Add	Add "except to the extent permitted under the relevant agreement between Vendor and the participating agency" after "Region 10 ESC".
Section 13.7, Sentence 2	Add	Add "Vendor shall be responsible for ensuring that" before "any/all".
Section 13.7, Sentence 2	Delete	Delete "shall".
Subsection 13.7.1, Sentence 2	Delete	Delete ", and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business".
Subsection 13.7.2, Sentence 3	Delete	Delete Sentence 3 in its entirety.
Section 13.9, Sentence 2	Add	Add ", and does not include any action required by applicable law" after "business purposes".
Section 13.10	Add	Create a new section 13.10 with the following: "Limitation of Liability. EXCEPT FOR LIABILITIES RELATING TO INDEMNIFICATION OBLIGATIONS HEREIN AND AS ALLOWED BY APPLICABLE LAW, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE, BUSINESS OR PROFITS, OR COSTS OF COVER) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER

		PARTY, FROM ALL CAUSES OF ACTION, WILL BE LIMITED TO \$100,000.00. "
--	--	--

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of January 1, 2024, by and between Qualtrics, LLC (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Experience Management Software (“the products and services”).

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is

affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

All provisions of Article 7 are only applicable to materials delivered physically. Article 7 will not govern any products delivered digitally.

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the

vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- “Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year.”
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member’s release of final retained amounts,

Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.9 **Boycott Certification:** Vendor hereby certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Qualtrics, LLC
Address 333 W. River Park Drive
City/State/Zip Provo
Telephone No. 1-801-374-6682
Fax No. 1-866-562-9828
Email address support@qualtrics.com
Printed name Mark Creer
Position with company Director, Legal Sales
Authorized signature 

Term of contract May 1, 2024 to April 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

Dr. Rickey Williams

Print Name

Apr 18, 2024

Date

Equalis Group Contract Number R10-1163A

REQUEST FOR PROPOSAL #R10-1163 FOR: EXPERIENCE MANAGEMENT SOFTWARE

October 13, 2023

Section Two:
Proposal Submission, Questionnaire and
Required Forms

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent’s proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Qualtrics, LLC
	<i>What is the mailing address of your company's headquarters?</i>	Qualtrics, LLC 333 W River Park Dr. Provo, UT 84604 United States
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Cody Dastrup Senior Account Executive codyd@qualtrics.com 623.261.6921
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services,	<i>Does pricing submitted include the required administrative fee?</i>	Yes.

including warranties if applicable	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	No.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	<p>Qualtrics accepts credit card payments, check, and ACH</p> <p>Credit card payments are not accepted for invoices over \$12,500 USD. To make payment online through credit card or electronic check/ACH, clients can use our payment portal: https://payments.qualtrics.com/invoice</p> <p>If unable to use the payment portal, the following information can be used for bank transfers or paper checks.</p> <p>1. Lockbox Address for USPS Mail ONLY: Qualtrics, LLC Dept #880102 PO Box 29650 Phoenix, AZ 85038-9650</p> <p>2. Lockbox Address for OVERNIGHT Couriers (FedEx, UPS, etc): JPMorgan Chase (AZ1-2170) Attn: Qualtrics, LLC Dept #880102 1820 E. Sky Harbor Circle South Phoenix, AZ 85034</p> <p>Additional Bank Information JPMorgan Chase Bank, New York Account Name: Qualtrics, LLC Account Number: 207865283 ABA Routing for ACH and Check: 124001545 ABA Routing for Wire: 021000021 SWIFT (Int'l): CHASUS33</p>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Experience Management Software	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>Our Platform, Solutions, and Technology</p> <p>Our XM Platform was built to provide flexible, scalable solutions for our clients. We use a secure, modern data processing architecture to ensure the specific needs of our clients are met across their organizations. Clients can deploy experience management modules or choose to access the entire XM Platform and add on</p>

specific solutions as their needs evolve. We offer over 100 out-of-the-box integrations, with leading enterprise vendors such as SAP, Microsoft, and Salesforce, as well as custom integrations for our clients. Our architecture is designed to scale 6 horizontally and cost-effectively by combining the Platform-as-a-Service offerings and modern open-source technology stacks running within our co-location data centers

We offer a range of experience management solutions, including Integrated Solutions for experience design, customer experience, employee experience, product experience, and brand experience—all built on the Qualtrics XM Platform, a collection of powerful capabilities, tools, and building blocks.

CustomerXM

Our CustomerXM solution is a system of action that enables organizations to gain a true understanding across all forces that impact the customer experience and surfaces these insights in real-time to drive improvements in both micro-level issues (e.g., specific customer remediation situations) and in macro-level issues (e.g., systemic problems with customer care experiences or broken digital journeys).

With Qualtrics, organizations can capture, analyze and then act on customer sentiment across all channels and touchpoints along the customer lifecycle. It provides customer-focused analytics, native to the XM Platform, automated action and workflow capabilities, and no-code/ low-code integrations that help organizations take effective, data-driven actions that lead to higher new customer acquisition, reduced customer churn, increased share of wallet, and lower costs to acquire and serve customers.

At the core of our CustomerXM solution is our customer-centric data management system, which consolidates all experience data across all touchpoints, along with relevant operational data, into a single system of record. This enables personalized experiences at scale, deep journey and segment intelligence, and predictions about future behavior. Our listening engine enables omnichannel engagement and data collection across in-app, SMS, interactive voice response, or IVR, chat and call center platforms, messaging apps, social media and review sites, video, voice, email, and more. Qualtrics iQ, native to the XM Platform, analyzes this data in real-time, surfacing recommended actions tailored by role and department. With low/no-code automated actions and workflows, as well as our open developer platform, organizations can quickly take action and deeply embed CustomerXM within existing operational workflow systems. This drives high adoption and action taking across the entire organization, which ultimately leads to meaningful change and business outcomes.

EmployeeXM

Our EmployeeXM solution provides a holistic view of an employee’s experience to help companies reduce unwanted attrition, improve employee engagement, develop and retain top performers, improve customer experience, drive productivity, and build strong teams and cultures. It allows organizations to draw insights from their employees and continuously improve every facet of the employee experience during the employment lifecycle — from recruitment onwards.

We have architected our EmployeeXM solution to meet the exacting requirements of human resource managers. It features workflows that enable employees to seek the right feedback from across the organization, robust administrator rights that enable higher anonymity thresholds, interactive data visualization that conveys the right information to each user, and expert-designed, guided action planning

		<p>surfacing the areas where potential improvements would drive the highest impact. The solution also integrates with a number of HCM and Learning Management System, or LMS, vendors.</p> <p>DesignXM Our DesignXM solution helps organizations uncover the products, services, brands, and cultures that customers and employees want next. Our software helps teams connect with people in authentic ways to create new experiences that shift markets, define brands, establish cultures, and attract new customers. These tools are used by market research professionals, marketing teams, product teams, HR teams, academics, insights professionals, data analysts, and developers to do advanced market, customer, and employee research. These customers use DesignXM to adopt a self-service approach to conducting a wide variety of research projects that formerly required hiring expensive outsourced consultants. Our DesignXM solution can be purchased as software-only or can be packaged with expert research services delivered in-house, or via our ecosystem partners.</p>
	<p><i>Outline the specific capabilities and system requirements for your survey building and distribution features.</i></p>	<p>Users can be required to get approval from specified privileged users for survey distribution on a survey by survey basis. The survey approval process creates a notification for a survey approver when a user requiring approval attempts to distribute the survey, stalling the distribution until the survey has been approved by a qualified user. This process allows for total quality control of outgoing communications and surveys to ensure a cohesive brand experience.</p>
	<p><i>Describe the data analytics and visualization capabilities of your software and how the software can be used to gauge program success and inform next steps.</i></p>	<p>Visualizations are interfaces you can use to view your data through graphs or tables. Qualtrics uses eleven main types of visualizations for reports and dashboards:</p> <ul style="list-style-type: none"> • Bar Chart • Line Chart • Pie Chart • Gauge Chart • Simple Table • Statistics Table • Paginated Table • Breakdown Bar • Word Cloud • Heat Map • Text Highlights <p>Dashboards can be internal-role-based or public-facing.</p> <p>Data Sources A data source is the specific response information you want your visualization to display, whether it be the dates responses that have been recorded or the answers from a survey question. There are three main types of data sources you can represent in a visualization: survey metadata, question answers, and Embedded Data. Depending on the particular type of information you select, you'll have different visualizations available to use.</p> <p>Not every data source has access to every visualization since, depending on the context, not every visualization will make sense. For example, it doesn't make sense to have a bar chart option for text entry questions or a statistics table for multiple-answer questions.</p>

	<p><i>Describe any tools your software has for communicating with internal and external stakeholders and responding to feedback in real time.</i></p>	<p>All survey responses and results are immediately available to view from dashboards in real-time. This essential functionality enables districts to find the insights you need to take immediate and relevant action once the feedback is received.</p> <p>Our CX dashboards will enable you to drill down by time period, hierarchy, or any other variable or question answer found in your data set and display them with rich visualizations. You can share KPIs, relevant comparisons, and scorecards with various stakeholders in real time. You will be empowered to predefine reports and views and have digests sent out on scheduled timelines via email. You will also be able to create ad hoc reports or cross-tabulations as needed.</p> <p>Our EX dashboards work with similar functionality but include pre-built templates for common use-cases such as but not limited to Onboarding, Exit, Employee Pulse, etc.</p>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>Qualtrics is a multinational organization with global offices/employees, data centers, 24/7/365 support functions, and an internationally-supported partner ecosystem. With offices and data centers on five continents, we do not expect any geographical constraints as they relate to Region 10 or other districts' program needs. Qualtrics frequently fields projects in over 120 countries including translation and sample fieldwork.</p>
	<p><i>Outline any value-added capabilities not already addressed.</i></p>	<p>The Qualtrics XM Platform is trusted by more than 19,000 customers of all sizes, including 85% of the Fortune 100. We work with over 600 school districts nationally and nearly 100 school districts in the state of Texas including some of the largest.</p> <p>What Sets Us Apart</p> <p>Our approach to architecting solutions and how we bring those solutions to our customers has enabled us to strengthen our lead in the experience management category. We pioneered the experience management category nearly two decades ago and remain a recognized market leader in the category today. We are the leading and largest pure-play XM provider in the market. Our brand is synonymous with experience management and associated with quality and usability, providing us an advantage with attracting new customers. We are also thought leaders in the market. Through our founding of the XM Institute, we deliver a wide variety of industry-specific content, leadership, training, networking, and research to help experience management leaders develop and excel in their jobs.</p> <p>We have several distinguishing advantages:</p> <ul style="list-style-type: none"> • Superior Technology & Platform Depth. We are the industry's only true omni-channel experience management (XM) platform. Our platform allows organizations to power experience management programs across their customer, employee, product, and brand, monitor the health of their entire business through robust analytics and dashboards, and drive action across the entire organization from one common interface. We have over 1,000 engineers, biweekly product releases (500+ per year) and drive regular co-innovation with customers. • Comprehensive Listening Approach. We enable customers to collect data through both active and passive ingestion from a wide variety of channels, including SMS, e-mail, voice, web, in-app, social,

chat and operational systems. Through simple integrations, users can incorporate operational data into XM analysis using native or a variety of other formats. Our comprehensive data collection methods allow customers to understand the sentiment and preferences of their end users across every engagement point and tailor relevant and personalized actions for any situation.

- **Integrated Analytical Capabilities.** Our platform is powered by a proprietary analytics engine that organizations of all types use to address some of the most demanding research projects. Our XM Platform leverages the latest in artificial intelligence and natural language processing to allow users to discover correlations between events, develop predictive models without using third-party tools, identify at-risk customers and employees, and suggest actions to course correct and drive impact. These capabilities are incorporated into our XM Platform through Qualtrics iQ, enabling advanced analytical features to make statistical analysis and insights available to everyone. Our analytical capabilities are tightly integrated with our XM Platform helping drive the instructions for improvement and automated actions within our system of action.
- **Built for Action.** Qualtrics xFlow enables organizations to automate experience workflows to drive action natively or by integrating with systems that an organization already uses. For example, with our analytics-driven Smart Routing, our platform can automatically generate a customer ticket and action to resolution when a negative sentiment is expressed on a social media site. In this way, our XM Platform not only helps to identify issues, but also serves as a system of action by automatically directing feedback and recommended actions to the teams that are in the best position to make improvements. Or the system can bypass the need for employees to resolve issues and instead automate service recovery so customer or employee issues do not slip through the cracks. xFlow works across our platform and provides automatic notifications, raises tickets and closes experience gaps immediately.
- **Real-time Insight.** Our XM Platform is able to extract real-time feedback and provide insights and analysis when and to whom it matters most. This timeliness is necessary to affect outcomes, including reducing churn, increasing sales, preventing employee turnover, increasing engagement, and enhancing brand among others.
- **Flexible Configuration to Meet Specific Needs.** Our customers have configured our platform to meet diverse needs from preparing PhD dissertations to ensuring successful product launches. Our XM Platform provides all of the tools necessary to enable program design configured to specific needs. Change anything - in seconds - without extra costs of relying of your vendor. Through an intuitive and elegant interface, users can design programs that implement complex logic and advanced workflows. Users can also design, deploy, and alter these programs without help from professional services or IT, leading to faster and more impactful insights. Our XM Platform can deliver these insights through flexible and scalable role-based dashboards to ensure people within an organization can access insight in real time and on any device.
- **Democratization of Experience Management Across All Users.** We designed our platform so every knowledge worker can make decisions and take action based on customer and employee input. Users can design a customer and employee feedback program in minutes using simple drag-and-drop functions with the platform generating easy-to-consume analysis. This ease of use democratizes the ability for employees throughout an organization to extract business insights from sophisticated research and analysis. This allows every employee in the organization the ability to participate in finding and closing experience gaps for their respective areas of ownership.

		<ul style="list-style-type: none"> • Enterprise Ready. Our XM Platform is scalable and secure. We have built our platform on open-source technologies that are designed to scale horizontally to support large-scale streaming and batch processing. Our customers can depend on our ‘always-on’ infrastructure. As an example of our scalability, up to one million healthcare providers within the Aetna network link customer digital behavior with net promoter score, or NPS, and customer satisfaction, or CSAT, across their 22 million customers. Our XM Platform adheres to the highest standards of security and privacy demanded by the largest organizations in the world. Our XM Platform enables role-based permissioning to ensure that the right people have access to sensitive customer and employee information. We are ISO 27001 certified and enable our customers to be in compliance with General Data Protection Guidelines, or GDPR and SOC2, and we are certified on Health Information Alliance Trust, or HITRUST. We have achieved Federal Risk and Authorization Management Program, or FedRAMP, authorization to deliver services to United States federal government agencies. Additionally, organizations own and retain all their data gathered on our platform. • Experience ID (XiD). Experience iD is a connected, intelligent system for all of your customer profile data. It captures every signal, from every channel to create an overall view of a person’s journey within their district and applies powerful analytics to root out bad experiences, then surfaces new opportunities to drive improvement and growth. Experience iD leverages the XM Directory (XMD) to deepen the understanding of your customers and their behaviors by integrating with, and complementing, your systems of record with collected experience data including all customer feedback, attributes, and demographic information collected directly from Qualtrics. This allows you to take data from your CRM, marketing automation tools, ticketing software, and CDPs and combine them into one centralized customer profile. • Easy Adoption and Rapid Time to Value. Our technology is designed to be easy to deploy, configure, use, and scale. By making the complex capabilities of our XM Platform simple to use, we allow customers of all types and sizes to generate value quickly. In addition, the modularity of our platform allows our customers to deploy one or more of our solutions initially and then adopt additional modules as their use cases grow and evolve. As initial deployments generate valuable X-data and the value of that data compounds over time, we see many customers adding additional functionality as the power and influence of experience management insights spread throughout their organizations. • Powerful and Multi-Pronged Go-to-Market Model. Our powerful go-to-market model enables us to land both small and large customers initially and expand those relationships significantly over time. The broad adoption of our platform is facilitated by a multi-pronged go-to-market model comprising highly productive field and inside sales and service teams and our robust and growing Qualtrics Partner Network. QPN has over 300 global member companies partnering with us on our XM Platform to help drive breakthrough business outcomes for joint customers. The Qualtrics Developer Platform, or QDP, a core element of QPN, provides deep technical capabilities that enable companies to build robust XM extensions and deliver automated workflows to drive action.
Customer implementation and support plan	<i>Describe your company’s implementation and training plan for new customers, including a general timeline for implementation services.</i>	Our implementation strategy is centered around five key steps or phases: assessment & planning, build & configure, train & test, launch, and optimize & support. Below, we outline these steps at a high level. The first step includes a kickoff meeting to review key outcomes, timelines, project management, etc., and includes the core Qualtrics and district teams. In K-12, Qualtrics generally engages one of its many members

of the QPN (Qualtrics Partner Network) to facilitate technical and pedagogical training and consulting. Many partners have extensive backgrounds in the K-12 industry.

Assessment & Planning

- Synthesize program design
- Review technical environment
- Build a detailed, integrated project plan
- Kick-off implementation
- Initiate existing survey and data migration

Build & Configure

- Complete survey builds in Qualtrics
- Setup automated survey distribution
- Configure reporting
- Complete the required systems integration
- Setup automated report distribution

Train & Test

- Conduct end-to-end program testing
- Train administrators on survey building, panel management, and report creation
- Complete training documentation

Launch

- Initiate soft launch of program
- Validate soft launch results
- Calibrate system and re-test
- Launch the full program

Optimize & Support

- Monitor system performance
- Add new data fields, survey questions, and reporting
- Transition to technical support
- Ongoing program optimization
- Provide ad-hoc training as necessary

Below, we have included a high-level sample timeline for implementing XM solutions. Implementations focused exclusively on research with little integration requirements are closer to 6 weeks, whereas implementations with heavy integration and customization will require longer to fully execute. The overall timeline can be shortened or lengthened depending on the scope of said district's project.

TEAM STRUCTURE AND APPROACH

		<p>Your typical Qualtrics implementation team will include the following core team members: XM Success Manager Implementation Consultant (QPN) Engineering Services Lead (If applicable) XM Scientist (if program design support is included)</p> <p>Our approach focuses on a true partnership because implementation doesn't just involve setting up technology. It involves following best practices to ensure program buy-in and adoption at the district level. This includes a training plan that focuses on helping your organization become capable users of Qualtrics who derive the insights needed to achieve the key district outcomes this program is focused on. Our implementation approach is first and foremost outcome-oriented. If you are not successful in driving important company objectives and outcomes, we do not consider ourselves successful. We will be with you as partners every step of the way to ensure your program is a success.</p>
	<p><i>Outline what ongoing training and consulting support is available to customers.</i></p>	<p>A unique difference Qualtrics offers is the ability to build a custom, properly scoped services model for school districts, from implementation and technology setup to methodology, design, and ongoing management and execution. As we progress in the evaluation process, we will prescribe the correct support model from pre- to post-launch to help ensure that you get the value and outcomes that are the focus of the clients' experience management program. This support model can cover all the initial setup, configuration, survey build, training, integration with HRIS or SIS and other platforms, and best practices.</p> <p>While some district leadership teams are well-equipped to handle the transition to Qualtrics technology with supplemental support from our XM Services team, we find that most of our clients rely moderately on us and our consulting partners to help them know how to run their programs, what approaches to take, and how to reduce the time and resources required to have an action-focused program that produces results for the client. In this section, we outline the type of services that are available:</p> <ul style="list-style-type: none"> • Technology Services—Tailored implementation services • Consulting Services—Ongoing expertise and support <p>Professional XM Program Services Below are standard services that are provided to all XM clients</p> <ul style="list-style-type: none"> • Implementation Engagement Manager - A dedicated project manager who oversees standard XM program technology implementation, hierarchy build, survey design and launch, dashboard build, and training of core team members during implementation • Survey and Distribution Guidance - Methodology and recommendations around program launch • Technical Support - 24x7 technical support from our award-winning Qualtrics University team • Qualtrics Basecamp & Online Training - Detailed, methodology- and technology-driven training and guides to help your teams get up to speed and ready to own the program • Qualtrics K12 Community - Complete access to our customer-wide, interactive community of practitioners and experts, who can help answer your questions and provide help on best practices, report building, dashboards, distributions, hierarchy management, custom code, and more.

		<p>Technology Services</p> <p>Most implementations with our XM clients involve some element, major or minor, of our technology services, whether it's getting your historical data into the new platform to providing additional hands-on resources to help you build, administer, and configure the program pre- and post-launch. Examples of these services include:</p> <ul style="list-style-type: none"> • Historical data migration & mapping • Survey configuration & dashboard build • Survey administration & dashboard launch • Program translation support • EX/CX Program design training
<p>Technical support and uptime guarantees</p>	<p><i>Outline what levels of technical support are available to customers, including whether your company's customer agreement guarantees an uptime percentage any remedies available to customers for not meeting that uptime standard.</i></p>	<p>All users have access to live support from our world-class support team, at no additional cost. In an industry where the standard customer satisfaction is 95%, we have always excelled, generally averaging 97% satisfaction. Additionally, Qualtrics won the Stevie Award for Best Use of Technology in 2021 for our innovative Support Site and the Innovation in Customer Service Award in 2021 and 2022 for our live customer support.</p> <p>Our live support is one of our key differentiators as a company, and clients often comment on how this is one of the most valuable aspects of the Qualtrics relationship. Users can reach our support team 24/7, through phone, chat, or email. We keep logs to give context for any recurring issues and immediate help. We provide support in English and 8 other languages, including French, German, Spanish, and Portuguese. Our additional languages are primarily available during the regular business hours of the language region and are not guaranteed to be available 24/7.</p> <p>Chat, email, and phone support can be accessed through the Support Site by clicking Contact Us. All support is authenticated so only legitimate users receive assistance. This ensures data security for your company. A list of localized numbers can be found at the following URL. https://www.qualtrics.com/contact/</p> <p>Our support team operates globally in a follow-the-sun support model. Primary locations are located in our Provo, Dublin, Sydney, Tokyo, and Mexico City offices. Clients can call in and get a trained technical specialist on the phone to immediately troubleshoot issues or learn aspects of the tool at any time of the day or night. Most support requests made over the phone are resolved within the first call.</p> <p>We also offer an extensive digital support environment with support pages, walk-throughs, and even a section containing recorded webinars. We also have an active community where users can collaborate on tough problems, answer each other's questions, network, and share best practices.</p> <p>https://www.qualtrics.com/support/ https://www.qualtrics.com/community/</p>
<p>Integration with other platforms</p>	<p><i>Describe any integrations your company can provide with other platforms or systems.</i></p>	<p>Qualtrics has a variety of pre-built integrations with popular external platforms and systems. A full list can be found here: https://www.qualtrics.com/marketplace/integrations/.</p>

		<p>In addition, the Qualtrics Professional Services team can set up custom integrations between Qualtrics, clients, and third-party software systems, including those we don't have out-of-the-box functionality with. Professional Services uses Qualtrics and vendor API functionality to push and pull data and trigger system actions.</p> <p>Qualtrics offers a REST API for automating pushing and pulling data to/from the Qualtrics platform. The most common use cases are to pull data stored in Qualtrics into another system, such as a university database, upload a file to an SFTP site, then automate respondent contacts, employee imports, emails, and reminders through Qualtrics. The API documentation can be found at api.qualtrics.com.</p> <p>Qualtrics also has an experienced professional services team and experienced partners who are available to assist clients in building out any integrations or data passes with various systems. Qualtrics has done many integrations with HRIS, HCM, CRM, PMS, Marketing Automation, LMS, TM, and other systems.</p> <p>Qualtrics primarily focuses on supporting integrations with other technologies via open industry standards. Qualtrics provides a rest API for data-level integrations, and product/process integration. We also support industry standards for SSO (e.g., SAML 2.0, CAS, LDAP, Google OAuth) and messaging (e.g., SMTP).</p>
<p>Security protocols and privacy protection</p>	<p><i>Please describe protocols taken to ensure the protection of privacy and data, particularly personal identifiable information of both internal and external stakeholders.</i></p>	<p>Vendors store extremely secure, confidential, or private information on behalf of many clients in highly regulated or at-risk industries, and as cybersecurity threats increase, your vendor's most important concern should be the protection and reliability of customer data. Industry- standard security certifications and standards such as ISO27001, GDPR compliance, and FedRAMP certifications are vital, as are policies and protocols around data protection, data ownership, employee training and accreditation, and disaster recovery and business continuity plans. Additionally, if you work in industries such as banking, healthcare, and state and local government, your vendor must be highly compliant.</p> <p>With a Defense-in-Depth approach to security and industry-leading data privacy, employee anonymity controls and data availability, your employee experience data couldn't be safer. It's all backed by our 24X7 Security Operations Center, powerful GDPR controls and certifications including ISO 27001, HITRUST and FedRAMP.</p> <p>The Qualtrics platform supports various methods of keeping respondent data and personal identifiable information (PII) confidential, depending on the distribution method needed. This includes using a generic survey link (does not link to respondent contact information), unlinking the response from the respondent at the conclusion of the survey with a custom "end survey" element, or even removing the user's ability to view PII for their respondents within the platform.</p>
<p>Customer service/problem resolution</p>	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p>All users have access to live support from our world-class support team, at no additional cost. In an industry where the standard customer satisfaction is 95%, we have always excelled, generally averaging 97% satisfaction. Additionally, Qualtrics won the Stevie Award for Best Use of Technology in 2021 for our innovative Support Site and the Innovation in Customer Service Award in 2021 and 2022 for our live customer support.</p> <p>Our live support is one of our key differentiators as a company, and clients often comment on how this is one of the most valuable aspects of the Qualtrics relationship. Users can reach our support team 24/7, through phone, chat, or email. We keep logs to give context for any recurring issues and immediate help. We provide support in English and 8 other languages, including French, German, Spanish, and Portuguese. Our</p>

		<p>additional languages are primarily available during the regular business hours of the language region and are not guaranteed to be available 24/7.</p> <p>Chat, email, and phone support can be accessed through the Support Site by clicking Contact Us. All support is authenticated so only legitimate users receive assistance. This ensures data security for your company. A list of localized numbers can be found at the following URL. https://www.qualtrics.com/contact/</p> <p>Our support team operates globally in a follow-the-sun support model. Primary locations are located in our Provo, Dublin, Sydney, Tokyo, and Mexico City offices. Clients can call in and get a trained technical specialist on the phone to immediately troubleshoot issues or learn aspects of the tool at any time of the day or night. Most support requests made over the phone are resolved within the first call.</p> <p>We also offer an extensive digital support environment with support pages, walk-throughs, and even a section containing recorded webinars. We also have an active community where users can collaborate on tough problems, answer each other's questions, network, and share best practices. https://www.qualtrics.com/support/ https://www.qualtrics.com/community/</p> <p>In addition to this support model, Qualtrics has a team of specialists who work in the Provo, UT headquarters office who are exclusively dedicated to client success for customers in education. The hours of operation vary for this team, but they can be reached M-F 8:00-5:00 pm MT excluding major US holidays.</p>
Financial condition of vendor	<p><i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i></p>	<p>To Whom It May Concern:</p> <p>Please see Qualtrics financial statements on the web page linked below. https://www.sec.gov/ix?doc=/Archives/edgar/data/1747748/000162828023005051/xm-20221231.htm</p> <p>We welcome you to review the financial details in this filing and reach out if you have any questions.</p> <p>Best regards,</p> <p>Rob Bachman Qualtrics CFO rbachman@qualtrics.com (385) 203-4628</p>
	<p><i>What was your annual sales volume over last three (3) years?</i></p>	<p>As the XM category creator and industry leader with significant organic growth, Qualtrics has the highest percentage of \$1M+ deals and over 19,000 customers. Qualtrics' success is due to continued investment in R&D, which was called out in the Gartner Magic Quadrant as the best in the industry, as well as our unmatched industry expertise and integrated, flexible technology platform. Qualtrics' continued growth is an indicator of our ability to meet our customers' needs both short- and long-term.</p> <ul style="list-style-type: none"> • Within the last 24 months, Qualtrics has grown to have over 5,100 employees.

		<ul style="list-style-type: none"> We currently have more than 19,000 customers, including 99 of the top 100 business schools and more than 85+% of the Fortune 100 companies. Qualtrics has opened several offices, both within the United States and globally, in the last 2 years. Many of these locations have already expanded into larger office buildings in order to better accommodate their specific employee growth.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	<p>Customized reports can be created at any identified group-level variable. Clients can use any associated demographic information to create reports. In addition, clients can include multiple demographic cuts in a single report. Administrators can control what level of group-level variables to be included to create reports. Most commonly, our customers set a confidentiality threshold of 5 responses.</p> <p>Common variables used for reporting include (but are not limited to): school, department, demographics, function, job title, tenure, full-time/part-time, language, city, office, etc.</p> <p>Clients can also control the level of views based on the report permissions (e.g., if district admins don't want to provide as many demographic filters for site principals, then principals can have a different view from admin, hr, etc.). These reports can also be exported into PDF format, if needed, to send to non-Qualtrics users.</p>
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	EMR for the Workers' Compensation program is not something we can provide. It is considered confidential information related to our policy and is not relevant to the services Qualtrics would be performing.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://www.qualtrics.com/
	<i>Please provide a brief history of your company, including the year it was established.</i>	<p>Qualtrics has one purpose: to build technology that closes experience gaps. In pursuing this goal, Qualtrics has pioneered the Experience Management (XM) movement, which is a holistic approach to design and improve customer and employee experiences—and to consistently drive innovation in a world where people demand ever more from products, brands, and experiences.</p> <p>Qualtrics History: Qualtrics has been in business since 2002, when Scott Smith founded the company in the basement of his home. Qualtrics has since grown to have more than 19,000 enterprise clients worldwide, over 5,100 employees, and enjoys strong quarter-over-quarter revenue growth. We were acquired by SAP in January 2019 for \$8 billion, and a year and a half later, SAP announced its intention to take Qualtrics public. On January 28, 2021, Qualtrics issued an IPO, becoming a publicly traded entity with SAP remaining the majority stakeholder.</p> <p>On March 12, 2023, Qualtrics entered a definitive agreement to be acquired by Silver Lake, the global leader in technology investing, in partnership with Canada Pension Plan Investment Board (CPP Investments).</p> <p>On June 28, 2023, Silver Lake and its co-investors, together with CPP Investments, acquired 100% of the outstanding shares Silver Lake did not already own, including the entirety of SAP's majority ownership interest and Qualtrics became an independent, privately held company (no longer publicly traded) positioned to drive category-defining innovation and efficient growth at scale.</p>

		<p>Qualtrics and SAP intend to maintain a go-to-market and technology partnership to both service existing joint customers and target new customer opportunities. Qualtrics continues to be led by Chief Executive Officer Zig Serafin and the company remains headquartered in Provo, Utah, and Seattle, Washington.</p> <p>XM Vision: To continue spreading the XM vision, Qualtrics focuses on helping companies design and improve experiences as they listen to and remember customer and employee interactions, utilize predictive analytics to make sense of data, and use intelligent, customizable workflows that automatically alert the right people and trigger actions in every part of the organization.</p> <p>Customer obsession is the foundation of our leadership principles. Going above and beyond for clients is deeply ingrained in the culture of our company. We consistently strive to do what is best for our customers. This obsession is evidenced by our dedication to constantly improve the service offerings we provide our customers. Whether it is scaling and providing world-class training with our Qualtrics Support Team, standing up a customer success department or bringing in XM Scientists to consult our customers or engineers to optimize their program, we are committed to providing an unparalleled experience.</p>
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>Yes. Approximately 5 years. Jim Newhouse and Amber Jones.</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable</p>	<p>Executive Support: K12 AVP - Robert Brown, Robbieb@qualtrics.com (c) 801.309.1644 Account Manager, Marketing, Billing, and Reporting: K12 Regional Manager - Cody Dastrup, Codyd@qualtrics.com (c) 623.261.6921 Accounts Payable and Renewals: Christian Bietzel, ap@qualtrics.com</p>
<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Qualtrics doesn't provide financial statements for specific sectors, but works with over 600 school districts across the US, thousands of universities around the globe, and hundreds of local and state government municipalities. Many of the largest school districts in the state of Texas use Qualtrics and a list of these clients can be provided upon request.</p> <p>Market share is a figure defined differently for different companies and Qualtrics doesn't share internal metrics regarding market share. However, we have more than 19,000 customers around the world and thousands of customers running dedicated XM programs on the platform. Qualtrics invests heavily in events, webinars and other digital marketing, lunch and learns, on-site meetings, webinars, and various other methods.</p>
<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>No. Qualtrics has never filed for bankruptcy.</p>

<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<ol style="list-style-type: none"> 1. Grand Prairie ISD - Missy Steger Chief Data and Information Officer; Grand Prairie, TX; (b) 972-237-4000; 5+ years; Customer XM + Employee XM; Extremely High Volume 2. Fort Worth ISD - Stacy Burrell Director, Research and Experience Management; Forth Worth, TX; (b) 817-814-2000; 5+ years; Customer XM + Employee XM; Extremely High Volume 3. Killeen ISD - Taina Maya Chief Communications Officer; Killeen, TX; (c) 210-264-7062; 2 years; Customer XM; Moderately High Volume 4. Humble ISD - Yvonne Harris Assistant Director, Web/Mobile Communications; Humble, TX; (b) 281-641-1000; 5+ years; Customer XM; High Volume 5. Waxahachie ISD - Jenny Bridges Communications Director; Waxahachie, TX; (b) 972-923-4631; 1 year; Design XM; Moderate Volume 6. Irving ISD - Dorian Galindo Chief of Schools; Irving, TX; (b) 972-600-5085; 5+ years; Customer XM; High Volume
<p>Company profile and capabilities</p>	<p><i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i></p>	<p>We only sell to customers directly.</p>
<p>Exhibited understanding of cooperative purchasing</p>	<p>No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.</p>	
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>Not applicable.</p>
	<p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.</p>	
<p>MWBE Status and/or Program Capabilities (10 Points)</p>		
<p>MWBE status, subcontractor plan, and/or joint venture program</p>	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	<p>Our Supplier Diversity team tracks Women’s Owned Business Enterprise (WBE), Veterans’ Business Enterprises (VBE), Service-Disabled Veterans’ Business Enterprise (SDV), Small Businesses Enterprise (SBE), and Minority Owned Business Enterprise (MBE), among others but we do not hold any diversity certifications as a company.</p>
	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>Qualtrics does have a Diversity and Inclusion Program in place for employees. However, this will not be relevant to the work we do as part of this RFP process.</p>
<p>Please attach any certifications you have as part of your response to Form 3.</p>		

<p>Good faith efforts to involve MWBE subcontractors in response</p>	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>No, not at this time.</p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>Qualtrics is not an LGBTQIA+ or minority-owned business and therefore has no certifications. However, we actively promote equality and a culture of excellence. We strongly believe in diversity and emphasize it in our hiring and leadership practices. Our goal is to build a safe and enduring culture. Our employees are selected based on merit and performance; we, therefore, have many women and people of different ethnicities in leadership roles.</p> <p>Additionally, Employee Resource Groups (known as Q-Groups) continue to build communities with the following underrepresented groups: women, URMs, people with disabilities, veterans, and our LGBTIA+ workforce, encouraging internal diversity and career growth. At least 50% of our employees now belong to a Q Group.</p> <p>For more information about our Corporate Diversity Program, please see our mid-year 2023 Diversity Report: https://drive.google.com/file/d/1H5aJmdDDwidi8WhBMh299UUz9gHAs_eT/view</p> <p>We track Women’s Owned Business Enterprise (WBE), Veterans’ Business Enterprises (VBE), Service-Disabled Veterans' Business Enterprise (SDV), Small Businesses Enterprise (SBE), and Minority Owned Business Enterprise (MBE), among others.</p>
<p>Commitment to Service Equalis Group Members (10 Points)</p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization’s current go-to-market strategy in the public sector.</i></p>	<p>If awarded the contract, we will work with your team to discuss marketing opportunities such as customer stories or industry-driven webinars, if interested. As an experience management industry leader with 19,000+ clients globally, including more than 600 K-12 organizations across the U.S., we are confident in our ability to help you maintain a robust XM solution and program and improve experiences.</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Please refer to our attached legal letter.</p>
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Acknowledged.</p>

<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>Please refer to our attached legal letter.</p>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Contracting options for Qualtrics are through our authorized reseller Carahsoft, Carahsoft small business partners (e.g., SDVOSB, 8(A), WOSB, HUBZone), and Qualtrics systems integration partners.</p> <p>Existing Contracts NASA SEWP V: Qualtrics recommends NASA SEWP V, the competitively awarded Government-wide Acquisition Contract (GWAC), to establish a base year with five (5) option years. SEWP provides benefits to [Client Name], including:</p> <ul style="list-style-type: none"> • Lowest cost fee among all of the existing GWAC vehicles • SEWP is a request-based contract vehicle where the catalog is based on customer requests. Therefore, there is no catalog to search, nor contract to maintain with specific items listed, thereby providing greater flexibility for technology refresh over multiple years. • SEWP also offers a Delivery Order With Options (DOWO), which is an initial delivery order awarded for recurring product/service needs, with options to purchase from the same quote/initial order for a defined period of time. While the DOWO is most similar to a GSA-based Blanket Purchase Agreement (BPA), it expeditiously accommodates technology refresh and provides maximum flexibility for evolving capacity requirements and adoption of the SaaS solution across [Client Name]. <p>The SEWP online Quote Request Tool (QRT) and simplified RFI tool can be used to request availability and pricing information from the Contract Holders.</p> <p>Carahsoft, Qualtrics' Federal Master Aggregator, holds the following contracts on SEWP V:</p> <ul style="list-style-type: none"> • Group A – NAICS Code 334111 – Small Business: Contract #: NNG15SC038 • Group D - NAICS Code 541519 – Other than Small: Contract #: NNG15SC27B • If leveraging other designations on the SEWP V contract is preferred, Carahsoft partners with several Service-Disabled, Veteran-Owned Small Businesses (SDVOSB), and Technology HUBZone, Woman-Owned Small Businesses (WOSB), including: <ul style="list-style-type: none"> ○ AGSI Systems, August Schell Enterprises, Blue Tech Inc., Communications Professionals Farmington Hills MI, Emergent, FNC, Sirius Federal LLC, Four Point Technology, Government Acquisitions, KPaul Properties, New Tech, Panamerica Computers Inc (PCiTec), Red River, Thundercat, TVAR, XTek, Software Information Resource Corp (SIRC), N2grate, TiSTA Science and Technology Corporation, Strategic Communications, Alamo City Engineering Services, HCGI, Triad Technology Partners, LLC, ITsavvy, Kelyn Technology, Black Rock Technology Group, Three Wire Systems, Digital Information Services, FedBiz It Solutions, Oakland Consulting Group, Accessagility LLC, FedData Technology Solutions, LLC, Integration Technologies Group, Inc., STS Government, Essnova, and Architecture Solutions, LLC. <p>GSA Schedule: In addition to NASA SEWP, Qualtrics services and products are available on GSA Multiple Award Schedule 8F via a contract held by Carahsoft Technology Corp under contract number 47QSWA18D008F.</p>

		<p>AWS Marketplace Additionally, Qualtrics is listed on Amazon Web Services (AWS) Marketplace, demonstrating a continued commitment to help AWS customers access the best contact center and CX solutions. Posting on AWS Marketplace provides AWS customers significant drawdown – to the tune of 50% – and benefits that let them get the best analytics without breaking budget. The AWS Marketplace is particularly valuable for contact centers and CX professionals who have strict budget constraints and existing purchasing commitments with AWS. The Qualtrics listing on AWS Marketplace is an opportunity to save hundreds of thousands of dollars on the market’s highest-performing analytics solution.</p>
Commitment to supporting agencies to utilize the contract	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>Please refer to our attached legal letter.</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Sales Team Representative: Cody Dastrup and Robert Brown 333 W. River Park Drive Provo, UT 84604 United States</p>

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

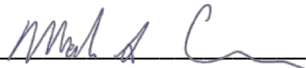
PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Qualtrics, LLC

Title of Authorized Representative: Director, Legal Sales

Mailing Address: 333 W. River Park Drive, Provo, UT 84604

Signature: 


PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Qualtrics, LLC

Title of Authorized Representative: Director, Legal Sales

Mailing Address: 333 W. River Park Drive, Provo, UT 84604

Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

November 16th, 2023

Date

Type text here

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.


Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

November 14th, 2023

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

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

VENDOR Qualtrics, LLC

ADDRESS 333 W. River Park Drive, Provo, UT 84604

PHONE 1-801-374-6682

FAX 1-866-562-9828

RESPONDANT



Signature

Mark Creer
Printed Name

Director, Legal Sales
Position with Company

AUTHORIZING OFFICIAL



Signature

Mark Creer
Printed Name

Director, Legal Sales
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? *MC*
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

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

Does vendor agree? *MC*
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

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

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

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

Qualtrics, LLC	333 W. River Park Drive, Provo, UT 84604	Compan
_____	_____	_____
Company Name	Address	
_____		City
_____	State	Zip

Does vendor agree? MC

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? MC

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? MC

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

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

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

Does vendor agree? MC

Does vendor agree? MC

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does vendor agree? MC

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Qualtrics, LLC

Company Name
Mark A Creer

Signature of Authorized Company Official
Mark Creer

Printed Name
Director, Legal Sales

Title
November 14th, 2023

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), 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.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier 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.

Does Respondent agree? MC
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? MC
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? MC
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? MC
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? MC
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

Does Respondent agree? MC
(Initials of Authorized Representative)

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

The Winning Supplier 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 Respondent agree? MC
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? MC
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? MC
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

November 16th, 2023

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Qualtrics, LLC

Street: 333 W. River Park Drive

City, State, Zip Code: Provo, UT 84604

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

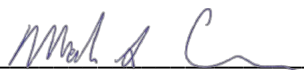
OR:

I Mark Creer, an authorized representative of Qualtrics, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.


Authorized Signature and Title

November 14th, 2023
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ Utah

County of Utah

I, Michael Robertson of the Provo
Name City

in the County of Utah, State of Utah of full age, being duly sworn according to law on my oath depose and say that:

I am the Senior Counsel of the firm of Qualtrics, LLC
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Qualtrics, LLC
Company Name

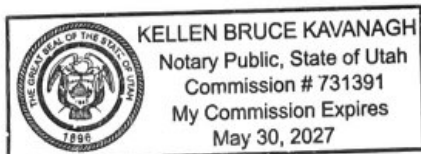
[Signature] Senior Counsel
Authorized Signature & Title

Subscribed and sworn before me

this 16th day of November, 2023

[Signature] Kellen Kavanagh
Notary Public of ~~New Jersey~~ Utah
My commission expires , 20

SEAL



PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Qualtrics, LLC
Street: 333 W. River Park Drive
City, State, Zip Code: Provo, UT 84604

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

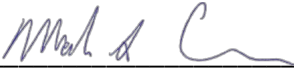
- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education ✓

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.


Authorized Signature and Title

November 14th, 2023
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in blue ink, consisting of stylized cursive letters, positioned above a horizontal line.

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability
Corporation

Subchapter S
Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Please see attached legal letter explaining exceptions.

14 November 2023

To Whom It May Concern:

Thank you for considering Qualtrics as a solution for your current business needs. We are happy to provide the information necessary to help your organization see the value Qualtrics' services can bring. The information contained in our submission is provided in good faith and is true and correct to the best of our knowledge as of the date of submission. The proposal documents themselves will not be included in the final agreement. With this in mind, we are writing in response to your proposal documentation, including, but not limited to:

Proposal Form 19: General Terms and Conditions Acceptance Form

Many customers require acceptance of lengthy contracts or terms and conditions during this early evaluation stage. Here at Qualtrics, our position is to engage in legal, security and insurance discussions after our customers have chosen us as a vendor. We invite your organization to review our General Terms and Conditions at <https://qualtrics.com/terms-of-service>, which provide insight into how our services work and the corresponding mutual terms we feel are necessary to create a great relationship. Upon request, a Word version of these terms may be provided for your review. Additionally, current Certificates of Insurance (COIs) detailing Qualtrics' coverage are available for your review, as applicable, at www.qualtrics.com/evidence-of-insurance/. Further, with thousands of customers, we are not able to commit to any individual customer's code of business conduct, but we maintain our own industry-standard Code of Ethics & Business Conduct, which is available at <https://qualtrics.gcs-web.com/static-files/0a47eba5-0554-40f5-b532-6740c5c860c2>.

Upon award to Qualtrics, our legal and security teams will be quick to respond and reasonable in our discussions. We understand the constraints that you may be facing and will work to a successful resolution that is agreeable for both parties.

We look forward to working with your organization.

Sincerely,



Mark Creer
Director

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.


(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

November 14th, 2023

Date

 Director, Legal Sales
Authorized Signature & Title



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.