



## East Texas Council of Governments (ETCOG)

### *Teaching Aids, Materials Equipment & Supplies*

**CONTRACT# CTAMS2425**

This contract is between

**EAST TEXAS COUNCIL OF GOVERNMENTS (ETCOG)**  
**3800 Stone Road**  
**Kilgore, Texas, 75662**

and

**Frogstreet (VENDOR)**  
**423 Bank Street, Ste 100**  
**Southlake, TX 76092**

ETCOG enters into the contract as the Agent for COGWorks Participating Members, hereinafter referred to as MEMBERS. (Membership in COGWORKS encompasses, but not limited to, a multi-regional area consisting of fourteen (14) counties, 78 cities, 45 ISDs, and 14 special districts.)

#### PURPOSE:

This contract is for the procurement of **Teaching Aids, Materials, Equipment & Supplies** on an 'as-needed' basis on behalf of ETCOG and participating members.

#### SCHEDULE:

Legal Agreement		4 pages
Attachment A	Terms & Conditions	1 page
Attachment B	Bid Submission Form	1 page
Attachment C	Program Requirements	4 pages
Attachment D	Essential Clauses & Certifications	5 pages
Attachment E	Conflict of Interest questionnaire Form	1 page
Attachment F	Customer Service Creed	1 page

#### CONTRACT PERIOD:

This contract is effective 4/1/2025 or as of last signature and expiring 3/31/2026. No option years included.

#### NON-EXCLUSIVE CONTRACT:

This agreement is not to be construed as an exclusive agreement and does not establish the VENDOR as the sole supplier. Similar agreements may be made with other VENDORS for similar or same items.

AMENDMENTS:

A request for amendment to award price/discount must be submitted in writing to ETCOG allowing 60 days for review. Any change will not be effective until the documented amendment is signed by both parties

Unilateral amendments to the contract to incorporate administrative changes, provided changes do not alter the general scope of the contract and the changes have no cost impact on the VENDOR may be made by ETCOG.

QUOTES

All costs, including but not limited to cost of product/equipment/service, delivery, setup/installation, credit/service charge, shall be included in all quotes.

TERMS AND CONDITIONS (Attachment A):

As provided in the bid documents, VENDOR understands, agrees, and will comply with the Terms and Conditions of this agreement.

DISCOUNTED PRICING (Attachment B):

Bid Submission Form provides pricing terms, discounts, and allowances. Any changes to the awarded terms require a bilateral amendment.

PROGRAM REQUIREMENTS (Attachment C):

The VENDOR shall adhere to the program requirements as reflected in the procurement documents.

ESSENTIAL CLAUSES AND CERTIFICATIONS (Attachment D):

Previously executed and submitted with Bid, VENDOR certified that statements acknowledged, to be true and affirmed by original signature of an authorized official or representative with full signing authority: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax. Furthermore, respondent must also be in full agreement and compliance of general essential clauses.

CONFLICT OF INTEREST: (Attachment E)

Previously executed and submitted with bid, VENDOR understands and will comply with Local Government Code § 176.001:

*\*\* A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/lq.176.htm> \*\**

LIMITATION OF VENDOR'S LIABILITY:

Except as specified in any separate writing between the VENDOR and a MEMBER, VENDOR'S total liability under this contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify ETCOG is limited to the price of the particular products/services sold hereunder, and VENDOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted.

In no event will VENDOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special, or consequential damages to the full extent such use

may be disclaimed by law. VENDOR understands and agrees that it shall be liable to repay and shall repay upon demand to MEMBER any amounts determined by ETCOG, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this contract.

To the extent VENDOR indemnifies MEMBERS for claims arising from products being sold to MEMBERS, VENDOR'S indemnification obligations shall be limited to claims made within 48 hours of delivery for shortages and defects. Special orders, food products, dated items such as calendars and cleaning or toiletry items cannot be returned under the terms of this contract. All returns must be preapproved by the VENDOR. VENDOR will pass through to MEMBERS, to the extent permissible under applicable law, all indemnities VENDOR receives from its suppliers with respect to such products. In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, including without limitation damages for lost data, or lost profits, even if that party has been advised as to the possibility of such damages.

#### LIMIT OF ETCOG'S LIABILITY AND INDEMNIFICATION OF ETCOG

ETCOG's liability under this contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will ETCOG be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. VENDOR agrees to the extent permitted by law, to defend and hold harmless ETCOG, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of VENDOR's negligent act or omission under this contract. VENDOR shall notify ETCOG of the threat of lawsuit or of any actual suit filed against VENDOR relating to this contract.

#### PERFORMANCE

During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

- 1) The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, ETCOG and the VENDOR will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
- 2) If parties are unable to resolve the issue in a timely manner, as specified above, either ETCOG or VENDOR may escalate the resolution of the issue to a higher level of management. The VENDOR will have thirty (30) calendar days to cure an outstanding issue.
- 3) Notwithstanding the existence of a dispute, the VENDOR must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the VENDOR fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by ETCOG and/or its MEMBERS as a result of such failure to proceed will be borne by the VENDOR.

#### DEFAULT AND REMEDIES

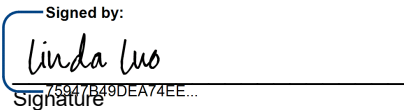
Either of the following constitutes cause to declare this contract, or any MEMBER order under this Contract, in default:

- 1) Nonperformance of contractual requirements, or A material breach of any term or condition of this Contract.

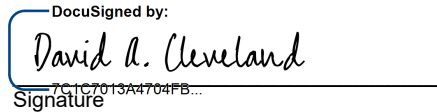
- 2) Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.
- 3) If the default remains after the opportunity for cure, the non-defaulting party may: Exercise any remedy provided by law or equity, or Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**LEGAL AUTHORITY:**  
VENDOR and ETCOG warrant and represent to each other that they have adequate legal counsel and authority to enter into this contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this contract and bind the parties to the terms of this contract and any subsequent amendments thereto.

**Frogstreet**

Signed by:	
 75917A49DEA74EE... Signature	4/1/2025 _____ Date
Linda Luo _____ Name	Chief Growth & Strategy Officer _____ Title

**East Texas Council of Governments**

DocuSigned by:	
 7C1C7013A4704FB... Signature	4/25/2025 _____ Date
David A Cleveland _____ Name	Executive Director _____ Title

## **EAST TEXAS COUNCIL OF GOVERNMENTS GENERAL TERMS & CONDITIONS**

- A. ETCOG and programs served, and all participating member governments reserve the right for any contract or service agreement resulting from this discount bid to be contingent upon the continued availability of funding.
- B. ETCOG reserves the right to accept or reject any bid submission received, as well as cancel the bid, vary, or waive any provisions set forth in this discount bid if deemed in the best interests of ETCOG and participating member governments.
- C. This discount bid does not commit or obligate ETCOG or any participating member governments to allow any costs incurred in the preparation of a bid proposal.
- D. Conflict of interest is a serious issue. Vendors must sign and submit 'Conflict of Interest' form (Appendix I).
- E. COGWORKS reserves the right to have final say in any resulting bid award to include any terms & conditions, essential clauses, and/or certifications referenced in this discount bid on behalf of participating membership.
- F. The bid submission must have original signatures of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.
- G. Vendors should not include proprietary information or trade secrets. Information submitted may be subject to disclosure under the Texas Open Records Act, it will be the responsibility of the Vendor to seek an exemption from disclosure and file any necessary documents with the Attorney General.
- H. Pursuant to protocol to advise of the right to appeal, a protest must be submitted to the lead agency, ETCOG's Executive Director, within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of ETCOG's protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor, the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of ETCOG.
- I. All programs and employees under the auspices of ETCOG are in compliance with EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

## BID SUBMISSION SHEET

### Teaching Aids, Materials, Equipment, & Supplies 2425

**Vendor/Company Name:** Frog Street Press, LLC

This is a 'Multi-Award' procurement process and submitted pricing is expected to be the most competitive offered by participating Vendors which must be given to all COGWORKS participating membership, including ETCOG as a participating member, for a twelve (12) month period from the date of any resulting contract. In full disclosure, all submitted bid pricing, MSRP discounts, and product/service details will be posted on the COGWORKS website and accessible for all COGWORKS participating membership, competing vendors/retailers, and the general public to view.

**Vendor/Company Name:** Frog Street Press, LLC

**Competitive Pricing:** See attached **MSRP % off** 0 (if applicable)

**Exceptions:** Please see the letter on the following page.

**Advantages:** \_\_\_\_\_

**Territory Served** All continental U.S states and territories.

**PLEASE CHECK ALL THAT APPLY:**

☒ Instructional/Teaching Materials

☐ Educational Books, K-12

☒ Classroom Equipment & Supplies

☐ Educational Toys

☐ Sensory Items

☐ Educational Videos

☒ Miscellaneous: Early childhood curriculum (birth-pre-k) and professional development in all areas of early childhood

**NOTE:** Awarded Vendors will deal directly with participating members for their specific purchase requirements and needs, any required certificates/documentation i.e., bonds/insurance, (etc.) and for **payment** of goods and/or services procured by participating member.



February 5, 2025

East Texas Council of Governments COGWORKS  
ATTN: Patricia Hudspeth, Strategic Procurement Manager  
3800 Stone Road  
Kilgore, TX 75662

We would like to thank you for this opportunity to submit our response for proposal **BID# CW-TAMES2425 Teaching Aids, Materials, Equipment, & Supplies..**

**Pricing:**

Frog Street charges 15% shipping and handling on all orders. Prices on the Frog Street website do not include shipping. Shipping and Handling is added as a line item on quotes and invoices and is calculated from the total price of the product order.

**Shipping/Delivery:**

All materials ship in 10-15 business days.

**Payment Terms:** Net 30

**Exchanges/Returns:**

- For approval, please contact Customer Care: [customercare@frogstreet.com](mailto:customercare@frogstreet.com) or 800.884.3764.
- Return claims must be reported to customer service within 15 days of receipt. Upon reporting to customer service, you will be given a Return Authorization Form to complete. Please include the form when returning the materials.
- Returns must be unopened, in the original packaging and in perfect condition.
- All charges associated with returning materials, including shipping/handling, are the responsibility of the customer.
- A 25% restocking fee will be applied to all returns and deducted from the return amount.
- A credit will be issued to your account or applied to your credit card within 7-10 business days after receiving your return. Depending on your credit card company, there may be an additional 2-10 business day waiting period after your credit is applied for it to be posted to your account.

Please email purchase orders and quote requests to [customercare@frogstreet.com](mailto:customercare@frogstreet.com). If awarded, please send notification to [bids@frogstreet.com](mailto:bids@frogstreet.com)

On behalf of the entire Frog Street team, we look forward to serving your district in providing the products, service, and support that your students and educators need to be successful.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linda Luo".

Linda Luo  
Chief Growth and Strategy Officer




2025 Curriculum and Bundle Prices

Item Code	Item Description	2024 Unit Price	Box Count
Frog Street Pre-K			
FS31000-2	Frog Street Pre-K Dual- 2 years: Includes digital access, 1 user, expires 6/30/27	\$4,599.00	13 Shipper Boxes
FS31001-2	Frog Street Pre-K English- 2 years: Includes digital access, 1 user, expires 6/30/27	\$3,999.00	8 Shipper Boxes
FS31002-2	Frog Street Pre-K Spanish- 2 years: Includes digital access, 1 user, expires 6/30/27	\$3,999.99	8 Shipper Boxes
NEW Preschool (Spanish July 2025)			
PSCH2000-2	Preschool Dual Kit- 2 years: Includes digital access, 1 user, expires 6/30/27	\$4,299.00	13 Shipper Boxes
PSCH2001-2	Preschool English Kit-2 years: Includes digital access, 1 user, expires 6/30/27	\$3,299.00	9 Shipper Boxes
PSCH2002-2	Preschool Spanish-2 years: Includes digital access, 1 user, expires 6/30/27	\$3,299.00	9 Shipper Boxes
Infant			
FSIN0000099	Frog Street Infant	\$1,079.00	1 Shipper Box
Toddler			
FSPK0005000	Frog Street Toddler Bilingual	\$1,649.99	3 Shipper Boxes
FSPK0004999	Frog Street Toddler English	\$1,399.00	2 Shipper Boxes
FSPK0004998	Frog Street Toddler Spanish	\$1,399.00	2 Shipper Boxes
Threes			
FSPK0004071	Frog Street Threes Bilingual	\$3,899.00	5 Shipper Boxes
FSPK0004070	Frog Street Threes English	\$3,299.00	4 Shipper Boxes
FSPK0004068	Frog Street Threes Spanish	\$3,299.00	4 Shipper Boxes
Kids Club			
FSPK0004035	Kids' Club Bilingual	\$699.99	2 Shipper Boxes
FSPK0004036	Kids' Club English	\$599.99	2 Shipper Boxes
Love & Learn			
FSLL1012	Love and Learn Bilingual	\$569.99	1 Shipper Box
FSLL1010	Love and Learn English	\$469.99	1 Shipper Box
FSLL1011	Love and Learn Spanish	\$469.99	1 Shipper Box
Backpacks			
FSPK0002018	Family Learning Fun Dual	\$74.99	
FSPK0002019	Family Learning Fun English	\$49.99	
FSPK0002020	Family Learning Fun Spanish	\$49.99	
FSIN0005800	Infant English at Home	\$49.99	
FSIN0005801	Infant Spanish at Home	\$49.99	
FSPK0005800	Toddler English at Home	\$49.99	
FSPK0005801	Toddler Spanish at Home	\$49.99	
FEPK3015001	Early Literacy English Library at Home (Qty 1-99, 35 Books)	\$59.99	
FEPK3015100	Early Literacy English Library at Home (Qty. 100+, 35 Books)	\$49.99	
FEPK3016001	Early Literacy Spanish Library at Home (Qty. 1-99, 35 Books)	\$59.99	
FEPK3016100	Early Literacy Spanish Library at Home (Qty. 100+, 35 Books)	\$49.99	
Games & Patterns			
FS24400	Pre-K Patterns English	\$124.99	
FS24401	Pre-K Patterns Dual	\$179.99	
FS24402	Pre-K Patterns Spanish	\$124.99	
FSIN0001001	Infant Games & Patterns Printed	\$24.99	
FSPK0005307	Toddler Games & Pattern Printed	\$129.99	
FSPK0006379	Threes Games & Patterns Printed	\$89.99	
PSCH901	Preschool English Printouts	\$110.00	
PSCH902	Preschool Spanish Printouts	\$110.00	
FSPK0003093	Kids' Club Games and Patterns Printed	\$99.99	
Digital Teacher Renewals (Existing Customers)			
TP1	Lilypad Renewal for Pre-K Teacher Portal 1 year: Includes one user license, expires 6/30/2026	\$200.00	
TP2	Lilypad Renewal for Pre-K Teacher Portal 2 year: Includes one user license, expires 6/30/2027	\$400.00	
TPPSC1	Lilypad Renewal for Preschool Teacher Portal 1 year: Includes one user license, expires 6/30/2026	\$200.00	
TPPSC2	Lilypad Renewal for Preschool Teacher Portal 2 year: Includes one user license, expires 6/30/2027	\$400.00	
Add-On Teacher Portal Access (New Customers)			
TPADD2	Lilypad Add-On for Pre-K Teacher Portal 2 years: Includes one user license, expires 6/30/2027	\$400.00	
TPADDPSC2	Lilypad Add-On for Preschool Teacher Portal 2 years: Includes one user license, expires 6/30/2027	\$400.00	

\*The prices above do not include shipping and handling (excluding digital)



 <b>Frog Street Professional Development</b>			
	General Description	Item Code	2024 Pricing
<b>Onsite Trainings</b> <i>(up-to 50 participants)</i>	Full Day (up to 6 hours) - <b>1 Content - 1 Trainer</b>	TRF1	\$3,650
	Full Day (up to 6 hours) - <b>2 Contents - 1 Trainer</b>	TRF2	\$3,999
	Half Day Training- (up to 3 hours) - <b>1 Content</b>	TRH1	\$3,500
	Custom Training (up to 6 hours)	TRCUS	\$4,600
	Two Consecutive Days Training - <b>1 consultant (1-2 contents)</b>	TRFTWO	\$6,800
	Two Consecutive Days Training - <b>1 consultant (max 3-4 contents)</b>	TRFTWO3	\$7,250
<b>Virtual Trainings</b> <i>(up-to 100 participants)</i>	Virtual Training (up to 2 hours)	TRV2	\$1,399
	Virtual Training (up to 3 hours)	TRV3	\$1,899
	Custom Virtual Training (up to 3 hours)	TRCUSV	\$2,999
<b>Train the Trainers (TOT)</b> <i>(up-to 25 participants)</i>	Train the Trainer Onsite (1 Curriculum)	TRTOT	\$6,500
	Train the Trainer Virtual (1 Curriculum)	TRTOTV	\$5,500
<b>Coaching</b>	Coaching Onsite (per day) - recommend three day cycle	TRCOACH	\$3,650
	Coaching Connections - (5, 1-hour virtual meetings)	FSPLC5	\$1,995
	Coaching Connections - (10, 1-hour virtual meetings)	FSPLC10	\$3,990
	Virtual Coaching - (5 sessions, 1 initial and 4 teacher sessions)	TRVC5	\$2,995
	Virtual Coaching - (10 sessions, 1 initial and 9 teacher sessions)	TRVC10	\$5,890
	Virtual Coaching - (25 sessions, 1 initial and 24 teacher sessions)	TRVC25	\$14,775
<b>Workshops</b>	Onsite workshop - (up to 3 hours) - max 40 attendance	TRWORK3	\$6,000
	Onsite workshop - (up to 6 hours) - max 50 attendance for STEAM	TRWORK6	\$7,000
	Virtual Workshop (up to 2 hours) - max 100 attendance (Not STEAM)	TRWORKV	\$4,000
	<i>Infant/Toddler and Prek Kit/Backpack workshops come with 40 Kits/Backpacks.</i>		
<b>Keynote (90 minutes)</b>	Keynote Onsite	TRKEY	\$6,500
	Keynote Virtual	TRKEYV	\$4,500
<b>On-Demand Subscription</b>	20-user license	FSPLOD20	\$1,499
	50-user license	FSPLOD50	\$2,599

last updated 6/14/2024

## PROGRAM REQUIREMENTS

VENDOR understands:

They will submit bid discounts and or pricing for products and services offered in this discount bid process;

1. They may indicate discount variables, percentage ranges, exceptions, and service territories on the 'Multi-Vendor Award Bid Submission Sheet'
2. A 'COGWorks Participating Members' listing will be provided to awarded VENDORS upon notice of award and all submitted discounts and pricing may only be offered to the members on the referenced listing which will be updated as membership grows throughout the term of any bid award.
3. In the event, an entity who is not listed on a 'COGWorks Participating Members' listing tries to procure products and/or services please contact the bid facilitator, Christine Weems, at [christineweems@etcog.org](mailto:christineweems@etcog.org) to verify their membership before proceeding with a sale at COGWorks awarded pricing.
4. Submitted bid discounts, pricing, and service terms will be guaranteed for twelve (12) months and provided to all COGWorks Members equally, regardless of size and location.
5. Product or merchandise delivery charges - freight, inside delivery, installation, are to be included in bid pricing. Delivery will be F.O.B. Designation.
6. A packing list is to be provided to the appropriate business office of the ordering participating member.
7. Product or merchandise purchases and suitable shipping documents shall accompany each shipment and show:
  - a. Name and address of VENDOR;
  - b. Name and address of receiving department;
  - c. The ordering entity Purchase Order number; and,
  - d. Description of the product or merchandise shipped, including item numbers, quantity, number of containers and package number.
8. Samples may be requested from VENDORS for testing by COGWorks or participating member governments. Samples that fail testing shall be sufficient reason to reject a bid or a bid item or constitute cancellation/reimbursement of product orders.

9. VENDOR warrants any goods furnished to participating membership will conform to any applicable specifications, drawings, and descriptions offered by VENDOR in a submitted bid offer, and any sample(s) furnished by VENDOR. In the event a conflict between submitted specifications, drawings, descriptions, and samples occur, the participating MEMBER will have final say.
10. VENDOR shall not limit or exclude any implied warranties of products/services offered and attempt to do so may render this contract voidable at the option of the MEMBER.
11. Continuing non-performance of VENDOR in terms of products/services offered shall be a basis for the termination of any contract award term. Cancellation by any participating membership may be made upon thirty (30) calendar days written notice to the awarded VENDOR;
12. Participating membership shall not pay for work, equipment, or supplies which are unsatisfactory. VENDOR will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
13. VENDOR must provide references upon request by participating members at any time during the bid process and at any time during the award term period.
14. W-9 must be provided upon request from participating members.
15. Any questions regarding this bid should be directed to COGWorks, Christine Weems by email at [Christine.weems@etcog.org](mailto:Christine.weems@etcog.org) or by phone at 903-218-6479.

### **VENDOR PARTICIPATION**

Please go to <https://www.COGWorks.org/vendor registration> and register now to become a COGWorks VENDOR. You must register online to find and participate in bidding opportunities as they become available.

Please contact Christine Weems at [Christine.weems@etcog.org](mailto:Christine.weems@etcog.org) or by phone at 903-218-6479 for assistance if needed.

### **VENDOR PARTICIPATION FEES**

COGWORKS VENDOR must pay a \$25.00 fee for every bid processed at the time of bid submission by going to the COGWORKS website at <https://www.cog-works.org/payments> to do so.

In addition, VENDOR will pay a 3% fee imposed on any orders placed by COGWORKS participating members which will be paid to ETCOG on a 'Quarterly' basis.

To ensure proper payment it is imperative to indicate vendor company name and bid category name at the time of submitting a bid to ensure proper payments are logged

accordingly, as well as provide the same information for Quarterly 3% payments for the same reason..

### **VENDOR INVOICES AND PAYMENT**

Awarded VENDORS will submit invoices directly to the participating member placing the order for products/services.

Payments will be processed after a participating MEMBER'S business office has been notified the items have been received in good condition and shipments are complete.

Invoices must detail the items delivered and must reference the participating member's purchase order number for speed in processing.

Payment is NET30 unless otherwise advised by a participating MEMBER.

### **(ETCOG purchases only)**

ETCOG purchases for products/services are **NET30** upon receipt of invoice by the ETCOG Operations/Finance department. Email invoices to [a.p@etcog.org](mailto:a.p@etcog.org).

### **MEMBERSHIP ELIGIBLE FOR PARTICIPATION**

VENDOR understand the following entities are 'eligible' to become a participating member in the COGWORKS program upon receipt of their required 'Interlocal' documentation.

- Cities, Towns, Counties, and other Local Governments
- Political Subdivisions and Planning Commissions
- Schools, School Districts, Colleges, and Universities
- Emergency Medical Services and Fire Districts
- Hospitals and Hospital Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts and Districts
- Utility Districts
- Special Districts
- State Agencies
- Nonprofit 501(c)(3) Corporations

**Note:** VENDORS may also visit <https://www.cog-works.org/participating-members> for a listing of ETCOG member counties and cities.

### **ETCOG REGIONAL MAP**

Source: <https://www.etcog.org/membership>

## **ESSENTIAL CLAUSES AND CERTIFICATIONS**

(where applicable)

The following essential clauses and certification statements must be acknowledged and affirmed by original signature of an authorized official or representative with full signing authority to affirm respondent's standing in regard to: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and furthermore, respondent must also be in full agreement and compliance of general essential clauses. **Failure to return any pages requiring authorized signature(s) may cause bid submission or proposal to be null and void.**

### **Funding Out**

Funding is contingent upon the continued availability of funds as appropriated by state and/or federal sources. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, Vendors will not hold liable ETCOG for payment or damages other than payment owed to Vendors for service already provided at the time of said notice.

### **Equal Opportunity**

ETCOG is an equal opportunity employer. All programs under the auspices of the ETCOG are equal opportunity entities. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

### **Antitrust**

Neither Vendors nor firm, corporation, partnership, or institution represented by Vendors or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this REQ either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this IFB.

### **Restrictions on the use of Certain Public Subsidies**

Pursuant to Texas Government Code § 2264.051, the Proposer certifies that the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4). Revised 8-16-2024.

### **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services**

As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: (1) Procure or obtain, (2) Extend or renew a contract to procure or obtain, or (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment or services means any of the following: i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). iii. Telecommunications or video surveillance services provided by such entities or

using such equipment. iv. Telecommunications or video surveillance equipment or

services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

#### **Conflict of Interest Questionnaire (p. 15)**

Chapter 176 of the Texas Local Government Code requires Vendors and consultants contracting or seeking to contract with ETCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an officer of ETCOG or an officer's close family member. The CIQ must be completed and filed with the bid/quote response if an employment or business relationship defined in the law exists.

#### **Abandonment or Default**

If the successful Vendors defaults on a contract resulting from this IFB, ETCOG reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Vendors will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

#### **Buy Texas**

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials

produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

#### **Liability for Property Damage**

Successful Vendors shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Vendors and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this IFB. The Vendors shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.

#### **Limitation on Authority; No Other Obligations**

Vendors shall have no authority to act for or on behalf of ETCOG except as expressly provided for in a contract or agreement resulting from this IFB; no other authority, power, or use is granted or implied. Successful Vendors may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of ETCOG.

**Liability for Taxes**

Successful Vendors represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this IFB, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Vendors or its employees. ETCOG shall not be held liable for any taxes resulting from the Successful Vendors executing the performance of any contract or agreement.

**Force Majeure**

Neither Vendors nor participating membership shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this bid caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**Texas State Sales and Use Tax**

Pursuant to § 2155.004, [Government Code](#), a state agency may not accept a bid proposal or award a contract to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state unless: the individual or business entity holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

**The undersigned (p. 14) for the above individual or entity conditions, certifies they:**

☒ Hold a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's, or entity's business in this state; or does not sell tangible personal property or services that are subject to the state and local sales and use tax;

☐ Do not sell tangible personal property or services that are subject to the state and local sales and use tax.

**Texas Corporate Franchise Taxes**

Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for-profit corporations that are delinquent in making state franchise tax payments.

**The undersigned (p. 14) certifies that the designation marked below applies to its business entity:**

☐ The entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

☒ The entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

**Lobbying**

This certification is required by the Federal Regulations, implementing Section 1352 of the Program

Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

**The undersigned (p. 14) certifies that:**

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subgrant awards, subgrants, and grant awards under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government- wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

**The undersigned (p. 14), certifies that neither it nor its principals:**

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
2. Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

**REQUIRED**



**REQUIRED  
SIGNATURE PAGE**

**ACKNOWLEDGEMENT OF ESSENTIAL CLAUSES AND CERTIFICATIONS**

The Essential Clauses and Certifications are a material representation of fact upon which reliance is placed when entering into any contract or service agreement resulting from this 'Multi-Award' procurement for COGWORKS participating membership to include ETCOG.

The return of these required documents signed by an authorized representative of the Vendor are prerequisites for finalizing the award and must be returned with the bid submission. Failure to return this signature page will deem a submission null and void.

**VENDOR SIGNATURE**

The undersigned hereby certifies and warrants that he/she has been fully authorized to execute this bid submission on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

**Frog Street Press, LLC**

Vendor/Company Name



\_\_\_\_\_  
Signature

**02/05/2025**

\_\_\_\_\_  
Date

**Linda Luo, Chief Growth & Strategy Officer**

**customer care@frogstreet.com**

Printed Name and Title of Authorized Representative

Email

**IMPORTANT:** Vendor must return this page fully executed and complete with proper signatures and signature dates for current/active Bid process or the submitted bid will be marked 'Rejected/No Bid' due to non-compliance.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1 Name of person who has a business relationship with local governmental entity.**

N / A

**NOTE: Write "N/A" if no CIQ relationship applies and sign below as verification****OFFICE USE ONLY**

Date Received

**2**☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3****Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**


Signature of person doing business with the governmental entity

02/05/2025

Date

Revised 06/03/2016

Adopted 06/29/2007

EAST TEXAS COUNCIL OF GOVERNMENTS



**CUSTOMER SERVICE  
CREED**

Look for a way to say "yes" to the customer within appropriate legal and ethical boundaries.

Strive to exceed customer expectations.

Listen to the customer first; confirm the message and facilitate a solution if requested by the customer.

Approach work with a positive attitude, always looking for ways to improve our service.

Be a candid, kind and encouraging member of the team.

Apply the 4-way test to the things we think, say, or do:

1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build goodwill and better friendships?
4. Will it be beneficial to all concerned?

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**ORGANIZATIONAL  
OBJECTIVE**

ETCOG pledges all of its resources to be a solutions provider for our members and the citizens of the East Texas region.