



**2026-01**

**Data Center Warehouse (United States)  
Supplier Response**

**Event Information**

Number: 2026-01  
Title: Electronic Device Storage Systems  
Type: Request for Proposal  
Issue Date: 8/6/2025  
Deadline: 9/4/2025 04:00 PM (CT)  
Notes: Education Service Center Region 13 is seeking to establish contracts with qualified vendors to provide electronic device storage systems and related services that may be procured by ESC Region 13 Purchasing Cooperative Members. This Request for Proposals is a request for a discount off of catalog or price list for the supplies, materials and equipment and an hourly not-to-exceed rate for labor.

**Contact Information**

Contact: Julie Bynum  
Address: Contracts & Procurement  
5701 Springdale Road  
Austin, TX 78723  
Phone: 1 (512) 919-5115  
Email: julie.bynum@esc13.txed.net

## Data Center Warehouse (United States) Information

Contact: Sergio Ramalho  
Address: 23041 Avenida De La Carlota  
Laguna Hills, CA 92653  
Phone: (973) 552-4987  
Fax: (949) 200-4509  
Toll Free: (855) 355-4329  
Email: Sergio.Ramalho@4dcw.com  
Web Address: <https://datacenterwarehouse.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Sergio Ramalho

Signature

Submitted at 9/4/2025 01:55:15 PM (CT)

[sergio.ramalho@4dcw.com](mailto:sergio.ramalho@4dcw.com)

Email

## Requested Attachments

### Product Description/Specifications

Bretford 2025 Full Catalogue and Spec\_Sheets.pdf

Provide detailed product description(s) with photos/specification sheets.

### Vendor Catalog(s)/Pricelist(s)

Q-135772-Q7778768-81543-Fred Smith.pdf

Vendors must include their catalog(s) or pricelist(s) as part of their Proposal submission in an easily accessible electronic format. Preferred formats include Excel or searchable PDF. Submissions in printed form or links to external websites will not be accepted.

### Form W-9 (Rev 3-2024)

Data Center Warehouse LLC W9 - 2025.pdf

Form W-9 (Rev 3-2024)

### Conflict of Interest Questionnaire (CIQ)

CIQ - For vendor doing business with local government entity\_signed\_Copy.pdf

Please review the Conflict of Interest Questionnaire (CIQ) attribute in the Attributes Tab for more information. Please complete this form if a conflict of interest exists. If no conflict exists, you may indicate "not applicable" in #3.

### Form 1295 - Certificate of Interested Parties

Form 1295 Certificate 101421687\_signed\_Copy.pdf

Prior to contract execution, provide evidence that the Certificate of Interested Parties (Form 1295) was filed electronically with the Texas Ethics Commission.

*In BOX #3, enter: 2026-01 and Electronic Device Storage Systems*

### SMWVBE Certification (If applicable)

No response

Submit evidence of your classification as a small, minority, women, or veteran-owned business enterprise, including certification documentation from the certifying agency.

*This is not a requirement. While this may be considered in the evaluation process, vendors who do not meet this criterion will be fully considered.*

### HUB (Historically Underutilized Business) Subcontractor Engagement Report

No response

Submit evidence of your engagement with Historically Underutilized Businesses as subcontractors.

*This is not a requirement. While this may be considered in the evaluation process, vendors who do not meet this criterion will be fully considered.*

Confidentiality Declaration (If applicable)

No response

If any of the information submitted in your proposal is considered confidential or contains trade secrets or proprietary information that, if released, would give unfair advantage to a competitor, that information should be clearly identified and submitted here.

Naming convention: “Confidentiality Declaration - Your company's name.”

Response Attachments

Bretford 2025 RMA Guidelines.pdf

Return Policy Guidelines - Bretford 2025

2025 Bretford Channel Freight Policy.pdf

Freight Policy - Bretford 2025

Bretford Warranty.pdf

Warranty Policy - Bretford 2025

DCW\_Company\_Overview.pdf

Company overview addressing attribute 17.

Bid Attributes

1	2026-01	INTRODUCTION & OVERVIEW
2	Introduction	<p><b>ESC History</b></p> <p>Texas Education Service Centers (ESCs) are intermediate educational units that provide training, technical assistance, administrative support, and various other services as determined by the state legislature, the Commissioner of Education, and the needs of local school districts and charter schools. The current goals of ESCs, as defined in the state statute, are to assist school districts and charter schools in the following:</p> <ul style="list-style-type: none"><li>Improving student performance</li><li>Operating efficiently and economically</li><li>Implementing state and federal initiatives</li><li>Providing quality educational products at a reasonable cost</li></ul> <p>ESC Region 13 provides services and tools to the assigned regional area which encompasses 57 school districts, 24 charter schools, 8 institutions of higher education, and 17 private schools in a sixteen-county area of central Texas.</p>

### 3 Purpose Statement

Education Service Center Region 13 is seeking to establish contracts with qualified vendors to provide electronic device storage systems and related services that may be procured by ESC Region 13 Purchasing Cooperative Members. This Request for Proposals is a request for a discount off catalog or price list for the supplies, materials and equipment and an hourly not-to-exceed rate for labor. Awards made under this solicitation may be utilized by eligible public entities in Texas, as permitted by their local procurement laws and policies. Participation is voluntary and at the discretion of each Cooperative Member.

ESC Region 13 recognizes the critical need to support Local Education Agencies (LEAs) across Texas in complying with House Bill 1481, signed into law by Governor Greg Abbott. This legislation mandates that public schools implement comprehensive policies restricting student use of personal electronic devices, including cell phones, during instructional hours beginning with the 2025-26 school year.

Storage systems must accommodate the varying needs of elementary, middle, and high school campuses while maintaining the highest standards of security, accessibility, and durability. These solutions will serve as essential infrastructure components enabling districts to enforce device restriction policies effectively while ensuring student devices remain secure and accessible when appropriate.

### 4 Calendar of Events

ESC Region 13 anticipates following the timetable below for this solicitation:

Solicitation Issued	8/6/2025
Questions Due	8/19/2025
Answers Posted	8/22/2025
Submission Deadline	9/4/2025
Anticipated Notification of Selection	9/24/2025
Anticipated Contract Begin Date	10/1/2025

Events requiring ESC Region 13 Board action may result in adjustments to the timeline.

## 5 Communication & Compliance Guidelines

### Questions & Clarification

All questions must be submitted through the Ion Wave portal in the "Questions" tab. All questions and answers will be posted and available for viewing by all prospective vendors; however, the identity of the asker will not be shared.

Questions and/or requests for clarification must be submitted by the deadline specified in the *Calendar of Events*.

ESC Region 13 will not consider or respond to late, emailed, or verbal questions, nor any other inquiry submitted outside of the Ion Wave System.

### Communication Guidelines

Contact with anyone outside of the ESC Region 13 Procurement Department regarding this solicitation is prohibited during the solicitation process unless directed by the ESC Region 13 representative listed on the solicitation. Respondents who fail to adhere to this requirement risk having their response disqualified.

### Changes to the Solicitation

The Procurement Department is the only office at ESC Region 13 that may authorize changes in this document, negotiate prices, or incur additional charges related to this document.

### Addenda

Any interpretations, corrections, additions, or changes to this RFP will be communicated to prospective vendors by issuance of an addendum. It is the responsibility of the prospective vendor to determine whether an addendum was issued prior to submission of their response. All prospective vendors shall comply with the requirements specified in any addendum issued by ESC Region 13.

### Disqualification

A prospective vendor may be disqualified before or after the responses are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other activities for the purpose of obtaining an unfair competitive advantage.

☒ I affirm and certify compliance.

## 6 Ion Wave Tab Navigation & Descriptions

This section outlines and explains the key tabs within the Ion Wave system.

### Event Details Tab

This tab outlines key information, including submission deadlines and designated bid contact information.

### Questions Tab

This tab is where all questions, requests for clarification, or interpretation must be submitted. To submit a question, click "+Ask Question." Requests must be submitted before the question cutoff date, which can be found in the *Event Details and Questions* tabs. Late submissions are not permitted in the Ion Wave system and will not be considered or answered outside of it. Responses will be published and made available to all suppliers, but the identity of the asker is confidential.

### Activities Tab (Optional)

This tab may not be included in every solicitation. However, if it appears, it may contain details not available elsewhere in the bid document. Review this tab carefully, as it may contain key dates relevant to the submission process. Please note that dates here are for reference and not necessarily binding. In the event of a discrepancy between dates contained in this tab and the RFP, dates provided in the RFP document will prevail.

### Attachments Tab

This tab will contain one or more documents that ESC Region 13 deems essential to the solicitation and which may be referenced elsewhere in the solicitation. Suppliers are required to thoroughly review and understand these documents.

### Attributes Tab

This tab contains the core components of the solicitation, including the scope of work, vendor requirements, terms and conditions, and more. Some attributes may require vendor affirmation. If an attribute features a red asterisk next to the checkbox or entry field, the proposer must provide the necessary information or response. Failure to do so will result in the Ion Wave system rejecting the submission until all requirements are met.

### Line Items Tab

This tab is used to submit pricing or percentage responses for products or services. It will typically be included in all solicitations. Review the information carefully to ensure pricing submitted aligns with what is being requested.

### Response Attachments Tab

This tab is used for the supplier to submit documents that have been requested by ESC Region 13. Required response attachments must be attached by the supplier before an electronic response can be submitted. Maximum size per file is 250 MB, and only one file can be uploaded for each requested item. When bid settings permit, suppliers may also upload additional attachments for buyer review. Please limit these attachments to only what is truly relevant, avoiding redundancy.

### Response Submission Tab

This tab is used to submit your bid response. After completing the bid response, you must successfully submit before the close date and time of the bid event.

- Supplier Note to Buyer - When bid settings permit, suppliers may enter an optional note to the buyer
- Digital Signature\*- Enter your full name and email address (\*Required)
- Click "Error Check" to determine if any required fields have been missed
- Click "Submit Response"
  - A notification will appear to confirm Response Submission or Response Failure
  - A successfully submitted response will display "Response Submitted" followed by the date and time stamp in the Response Status field
  - When submission results in Response Failure, the system will display the location of the error
    - To resolve the error, access the tab where the error occurs and complete
    - Once the error is corrected, return to the Response Submission tab to submit the response

## PROJECT SCOPE & SPECIFICATIONS

### 8 Scope of Work

Education Service Center Region 13 seeks electronic device storage solutions and related services. All storage systems and installation services must comply with applicable federal, state, and local regulations governing educational facilities and student safety.

- **Storage Solution Types:** Types of storage systems may include, but are not limited to, individual locking pouches, wall-mounted or freestanding lockers, mobile storage carts, and similar equipment and products.
- **Storage Solution Features:** The device storage features may include, but are not limited to, the following:
  - Secure containment during instructional periods while ensuring efficient distribution and retrieval processes
  - Durable construction materials resistant to tampering and vandalism
  - Smooth interior surfaces to prevent device damage during placement and removal
  - Ventilation design to prevent device overheating during extended storage periods
  - Signal-blocking capabilities
  - Clear numbering or identification system for each storage compartment
  - Scalable models to accommodate classroom sizes and school-wide storage
  - Custom school branding or colors
- **Implementation and Support:** Services may include, but are not limited to, the following:
  - Assist the Cooperative Member in identifying and determining their specific needs
  - Initial setup and staff training
  - Ongoing support and maintenance
  - Warranty and replacement policy
  - Installation and Repair services

## VENDOR PROPOSAL QUESTIONNAIRE

Proposers must provide responses to the questions in the following attributes below. If more space is needed to provide the requested information, you may use the "Response Attachments" tab to upload files. Please save the file as "Vendor Questionnaire Responses" and clearly specify the vendor question number(s) you are responding to in your supplemental document.

**The number of pages for the "Vendor Questionnaire Responses" document shall be limited to 10 pages in total.**

1  
0**Vendor Question #1:**

Please provide a brief history of your company, including the number of years you have been in business delivering the products and services you are proposing. Highlight any significant milestones or achievements relevant to your product and service offerings.

Data Center Warehouse (DCW) is a nationally recognized Value-Added Reseller (VAR) specializing in delivering technology hardware, software, and IT services to the public sector, including State, Local, and Education (SLED) agencies, as well as commercial and federal customers. Established in May 2013, DCW has been in business for over 12 years, consistently supporting customers with a full range of IT solutions tailored to their unique requirements. Over the years, DCW has achieved several significant milestones: Strategic Partnerships – Attained Platinum Partner status with Lenovo and built strong relationships with leading manufacturers such as HP, Dell, Cisco, Panasonic Toughbook, and Nutanix. Contract Access – Secured positions on major national and state procurement contracts, including BuyBoard, TIPS, Omnia Partners, NASPO, and CMAS, providing streamlined purchasing options for public sector entities. National Reach with Local Expertise – Expanded operations to support agencies across the U.S., with a dedicated focus on simplifying procurement and implementation through the company's motto, "We make I.T. Easy." Comprehensive Offerings – Delivered end-to-end technology solutions, from servers, storage, and networking to cybersecurity services, endpoint devices, and cloud platforms. With a team of more than 85 professionals, most working remotely across the country, DCW combines deep industry expertise with responsive customer service to ensure agencies receive cost-effective, compliant, and reliable technology solutions.

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1**Vendor Question #2:**

Provide information demonstrating the Proposer's financial ability to fulfill the obligations of the Contract. Include details about the company's financial stability, credit rating, bonding capacity, and current insurance coverage limits.

Data Center Warehouse (DCW) is a financially stable and well-established technology reseller with over 12 years of continuous operations since May 2013. The company has maintained consistent revenue growth year over year, supported by strong manufacturer and distributor partnerships with Ingram Micro, TD SYNEX, D&H, Carahsoft, and others. DCW maintains an excellent credit rating with all major distributors, enabling the company to extend favorable terms to customers and reliably manage large-scale procurement projects. The company has no outstanding debt obligations that would impact its ability to perform under this Contract. To further ensure reliability, DCW maintains comprehensive insurance coverage that exceeds standard public-sector procurement requirements, including: General Liability Insurance: \$2,000,000 aggregate coverage Professional Liability (Errors & Omissions): \$2,000,000 aggregate coverage Workers' Compensation and Employer's Liability: In compliance with all applicable state and federal regulations Cyber Liability Insurance: \$1,000,000 coverage If required, DCW can also provide proof of bonding capacity and certificates of insurance upon request. These safeguards, combined with a history of financial stability and trusted supplier relationships, ensure DCW has both the financial resources and operational capacity to fulfill all contractual obligations under this Contract.

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2**Vendor Question #3:**

Provide a thorough description of the products and services that your company is proposing. (Product photos/specification sheets to be uploaded separately in the Response Attachments tab.)

Please see Spec sheets attached

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3**Vendor Question #4:**

How do your storage systems accommodate the varying needs of elementary, middle, and high school campuses?

Our charging solutions offer a variety of sizes, syncing and charging options to accommodate the different needs of each school campus.



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**Vendor Question #5:**

Describe how your storage systems are resistant to tampering and vandalism.

Our products are made with USA steel and come with a locking mechanism.

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**Vendor Question #6:**

Specify the typical lifespan or expected service life of the products you are offering. Include any factors that may affect longevity and reference any industry standards.

All charging products come with a 7-year warranty. Industry standard for competitors is 2-year warranty. We have customers who consistently reach out to replace carts over 10+ years old.

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**Vendor Question #7:**

Describe your company's experience and ability to deliver the proposed products and services. Include examples of past projects and the outcomes achieved, demonstrating your expertise in the field.

Bretford has been in the education space for 76 years. Made in the USA.

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**Vendor Question #8:**

State the number of company personnel who may be involved in providing services to Cooperative Members and provide a summary of their relevant experience.

Please see attached DCW Company Overview and Support representatives and combined experience/certifications. DCW has 85+ employees and generating over \$117 million in revenue annually

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**Vendor Question #9:**

Do your products require installation? If so, please describe the installation services your company offers, including scope and scheduling.

No installation required. Products arrive fully assembled.

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**Vendor Question #10:**

Explain the process for a Cooperative Member to request a quotation. This information should include contact people, phone numbers, websites, etc.

Contact your dedicated DCW Sr. Account Executive, Kevin Jarrell, phone: 908-531-0903, email: Kevin.Jarrell@\$dcw.com. Account Executive will help each member setup their own login to our website to have access to their discounted pricing to "add to cart" capabilities if they wish to use this feature.

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**Vendor Question #11:**

Provide an overview of your standard lead time from order placement to product delivery, including any factors that may impact lead time.

Our standard lead time is 10 business days from receiving the order.

2 1	<b>Vendor Question #12:</b>  Provide detailed information about any pricing discounts your company offers, including volume-based, early payment, promotional, or contract-specific discounts.  <input type="text" value="Volume based pricing available depending on qty. purchasing."/>
2 2	<b>Vendor Question #13:</b>  Describe payment methods offered.  <input type="text" value="Net 30, Credit Card, ACH, Check"/>
2 3	<b>Vendor Question #14:</b>  Provide a detailed explanation of your company's return policy, including conditions, timeframes, and any applicable fees or restocking charges.  <input type="text" value="Please see attached Return Policy (titled Bretford 2025 RMA Guidelines) and attached Freight Policy (titled 2025 Bretford Channel Freight Policy)"/>
2 4	<b>Vendor Question #15:</b>  Provide comprehensive details about your warranty coverage, including whether it is included in the product price or if additional fees apply for warranty services.  <input type="text" value="Please see attached Return Policy (titled Bretford 2025 RMA Guidelines)"/>
2 5	<b>2026-01</b>  <div style="text-align: center;"><b>VENDOR INFORMATION</b></div>
2 6	<b>Proposal Contact Information</b> Provide the contact information of the individual authorized to answer questions related to your company's proposal. Please provide the following contact information:  <ul style="list-style-type: none"> <li>• Contact Name</li> <li>• Title</li> <li>• Direct Phone Number</li> <li>• Email Address</li> </ul> <input type="text" value="Sergio Ramalho, Contract Specialist, 973-552-4987, Sergio.Ramalho@4dcw.com"/>

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7**Vendor's Relationship with Education Service Centers (ESCs), Local Education Agencies (LEAs) and State Agencies**

Has your company done business with an ESC, LEA or State Agency in the last five (5) years?

*This is not a requirement. While prior experience with ESCs, LEAs or State Agencies may be considered in the evaluation process, vendors without this consideration will still receive full consideration.*

- ☒ ESC  
☐ LEA  
☐ State Agency  
☐ No

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8**Vendor's Relationship with ESCs, LEAs and State Agencies - Detail**

If your company has done business with an ESC, LEA or other State Agency in the last five (5) years, please specify the nature of the engagement. Include relevant details such as dates of service, project name, PO number, and/or contact name.

ESC Region 1. DCW Provided Technology Software and Hardware, one example being APC Power back-ups. ESC Region 1 Technology contact is Daniel Ramirez

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9**Small, Minority, Woman, Service-Disabled Veteran-Owned Business Enterprise or Nonprofit Organization Status**

ESC Region 13 is committed to promoting diversity in its contracts. While no specific participation goal are set, supplier diversity is considered during proposal evaluations.

Please indicate if your organization holds any of the following certifications:

- Minority Business Enterprise (MBE)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business Enterprise (SBE)
- Women-Owned Business Enterprise (WBE)

Or if your entity operates as a:

- Nonprofit Organization

**To support your supplier diversity status, please attach a copy of the relevant certification (e.g., MBE, SBE, SDVOB, WBE) in the *Response Attachments* tab.**

Respondents may also receive consideration for engaging certified Historically Under utilized Businesses (HUB) as subcontractors. If applicable, to demonstrate your engagement with HUB vendors, please upload a HUB Subcontractor Engagement Report or equivalent documentation in the *Response Attachments* tab.

**Note:** Claims of certification without supporting documentation will receive zero points in this category.

Not Applicable

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0**Conflict of Interest Questionnaire (CIQ)**

In accordance with Texas Local Government Code Chapter 176, ESC Region 13 requires all vendors to disclose any potential conflicts of interest. Entities or individuals seeking or maintaining a contract with a local government entity must disclose any relationships or affiliations that could be perceived as a conflict of interest.

The CIQ form is used for this disclosure. Vendors complete the CIQ form, disclosing any relevant relationships or affiliations with employees, officials, or board members of ESC Region 13 with your response submission and whenever there is a change in the disclosed information.

By participating in this procurement process, all vendors acknowledge their understanding and reporting requirements set forth by Texas Local Government Code Chapter 176. Failure to comply with these disclosure requirements may result in the invalidation of the response, or the resulting contract and other legal actions as stipulated under Texas law.

Check all that apply.

- ☒ No conflict of interest exists
- ☐ Dual Employment
- ☐ Family or personal relationship
- ☐ Financial Interest
- ☐ Former Employee
- ☐ Gifts or favors to employees/board members
- ☐ Insider Information
- ☐ Involvement in procurement process
- ☐ Pending or current legal disputes
- ☐ Unreported Relationship
- ☐ Other

3  
1**Conflict of Interest Detail**

If you selected any box other than "No conflict of interest exists" in the previous attribute, please provide a detailed explanation of the conflict of interest.

Complete the Conflict of Interest Questionnaire (CIQ) and submit with your proposal using the *Response Attachment* tab.

N/A

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2**Felony Conviction Notification****Notification of Criminal History, [Texas Education Code § 44.034](#)**

A person or business entity that enters into a contract with ESC Region 13 must give advance notice if the person or an owner/operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct that resulted in the conviction of a felony.

ESC Region 13 may terminate the contract if it determines that the person or business entity failed to provide this notice or misrepresented the information in the notice.

Select the appropriate box below:

No. The owner/operator of the business entity has NOT been convicted of a felony.

3 3	<b>Felony Conviction Details</b>
	If the person or owner/operator of the business entity has been convicted of a felony, please provide an explanation of the conviction(s), including the nature, date, and jurisdiction of the offense.
	If not applicable, enter N/A. <div>N/A</div>

3 4	<b>Insurance Requirements</b>
	<p>Vendor is required to provide ESC Region 13 and/or the Cooperative Member with copies of certificates of insurance, naming ESC Region 13 and/or the Cooperative Member as additional insured parties for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to ESC Region 13 and/or the Cooperative Member prior to commencement of any work under this Contract. All policies of insurance shall waive all rights of subrogation against ESC Region 13, Cooperative Members, and Cooperative Member's officers, employees, and agents. ESC Region 13 and the Cooperative Member reserve the right to require additional insurance should ESC Region 13 or the Cooperative Member deem additional insurance necessary, in their sole discretion.</p> <p><input checked="" type="checkbox"/> I accept and certify compliance.</p>

3 5	2026-01	<b>PROPOSAL SUBMISSION REQUIREMENTS</b>
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3 6	<b>Submission Requirements &amp; Guidelines</b>
	<p>The Proposer is responsible for ensuring all required information and submittals are included with the proposal. ESC Region 13 may waive minor technicalities for documents that are not critical to award the contract.</p> <p>The following documents are required for this solicitation and must be uploaded in the "Response Attachments" Tab. Please DO NOT password protect uploaded files. Ensure all files are clearly labeled.</p> <ul style="list-style-type: none"><li>• <b>Product Description(s):</b> Provide detailed product description(s) with photos/specification sheets.</li><li>• <b>Vendor Catalogs/Price Lists:</b> Vendors must include their catalog(s) or price list(s) as part of their proposal submission in an easily accessible electronic format. Proposals submitted without catalog(s) or price list(s) will not be considered. Preferred formats include Excel or searchable PDF. Submissions in printed form or links to external websites will not be accepted.</li><li>• <b>Form W-9 (Rev 3-2024):</b> Complete, sign and upload, in PDF format, the most current W-9.</li><li>• <b>Confidential/Proprietary Information (if applicable):</b> If any of the information submitted in your proposal is considered confidential or contains proprietary information, that information should be clearly identified. To do so, please upload the relevant materials as a separate attachment and title it "Confidentiality Declaration."</li></ul> <p><b>Additional Documentation:</b> You may submit up to five (5) additional documents to support your proposal. However, avoid submitting excessive or irrelevant documentation, as this may detract from critical information required for evaluation.</p>

3 7	2026-01	<b>VENDOR REFERENCES</b>
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8**References**

The proposer must provide a minimum of three (3) references from governmental entities who have done business with your company within the past two (2) years. References should be familiar with the proposer's products, billing, and post-completion support of the products or services. References must be complete, accurate and up to date to be considered. ESC Region 13 reserves the right to contact any or all the references listed, or ask for additional references, as part of its evaluation process.

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**REFERENCE #1**4  
0**Reference 1 - Company Name**

Needville ISD

4  
1**Reference 1 - Contact Person**

Corey Kelly

4  
2**Reference 1 - Business Phone Number**

(979) 793-4308

4  
3**Reference 1 - Email Address**

kellyc@needvilleisd.com

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4**Reference 1 - Business Address**

Enter street address, city, state, and zip code.

16319 Highway 36, Needville, TX 77461

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5**Reference 1 - Description of Products, Services Performed and Dates of Service**

Provide a description of products that were purchased, services that were performed and include dates of purchase/service.

End user devices, cybersecurity, and software since 2022

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**REFERENCE #2**4  
7**Reference 2 - Company Name**

Marfa ISD

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8**Reference 2 - Contact Person**

Brian Salcido

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9**Reference 2 - Business Phone Number**

(432) 729-5500

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0**Reference 2 - Email Address**

bsalcido@marfaisd.com

51	<b>Reference 2 - Business Address</b> Enter street address, city, state, and zip code. <input type="text" value="400 W. Lincoln St, Marfa, TX 79843"/>
52	<b>Reference 2 - Description of Services Performed and Dates of Service</b> Provide a description of products that were purchased, services that were performed and include dates of purchase/service. <input type="text" value="Various software renewals and accessories for computer labs since 2022"/>
53	<b>3</b> <b>REFERENCE #3</b>
54	<b>Reference 3 - Company Name</b> <input type="text" value="Lumberton Independent School District"/>
55	<b>Reference 3 - Contact Person</b> <input type="text" value="Amy Racca"/>
56	<b>Reference 3 - Business Phone Number</b> <input type="text" value="(409) 923-7580"/>
57	<b>Reference 3 - Email Address</b> <input type="text" value="Akracca@lumbertonisd.org"/>
58	<b>Reference 3 - Business Address</b> Enter street address, city, state, and zip code. <input type="text" value="121 South Main St, Lumberton TX 77657"/>
59	<b>Reference 3 - Description of Services Performed and Dates of Service</b> Provide a description of products that were purchased, services that were performed and include dates of purchase/service. <input type="text" value="Interactive panels, printers, cables since 2023"/>
60	<b>2026-01</b>  <div>PRICING</div>

**Pricing**

This Request for Proposals (RFP) is a request for a discount off catalog or price list for the supplies, materials and equipment and an hourly not-to-exceed rate for labor. Percent discount and labor rates will be entered in the Line Items tab.

Unless otherwise specified, when pricing is to be based on a discount from catalog or discount from price list structure, the Proposer must clearly state the percentage discount applicable to all items within each catalog or price list submitted as part of the Proposal. All proposed catalogs or price lists must be submitted in electronic format and in compliance with the submission guidelines outlined in the RFP. Only catalogs or price lists that include products relevant to the goods or services requested should be provided. Proposers are strongly discouraged from including materials unrelated to the solicitation. ESC Region 13 reserves the exclusive right to consider a proposal non-responsive if submitted catalogs or price lists are determined to be irrelevant, overly broad, or otherwise burdensome in a manner that impedes ESC Region 13's ability to efficiently review and evaluate pricing and product offerings.

All pricing for installation, repair, and other services or labor shall be considered not-to-exceed labor rates.

Vendors must include their catalog(s) or price list(s) as part of their proposal submission in an easily accessible electronic format. Proposals submitted without catalog(s) or price list(s) will not be considered. Preferred formats include Excel or searchable PDF. Submissions in printed form or links to external websites will not be accepted. Electronic catalogs/price lists must contain the following:

- Product Name
- Manufacturer Part #
- Vendor's Part # (if different than manufacturer part #)
- Item Description
- MSRP/List Price (before discount)

Catalogs/price lists should also include fees for implementation and support (if applicable.)

**Pricing Adjustments**

**Discount off Catalog or Price List:** For contracts awarded based on a catalog or price list discount, the Vendor is required to maintain all awarded discount percentages without change throughout the duration of the Contract. Notwithstanding this requirement, the Vendor may submit revised catalogs or price lists to reflect manufacturer-driven or industry-wide pricing adjustments. Requests for adjustments must solely address increased vendor's cost, not profits. Any revised price lists or catalogs submitted must include only items that were awarded under the Contract. Submissions containing non-awarded items may be rejected in full at the discretion of ESC Region 13. Requests must be submitted in writing, with detailed explanations and supporting documentation, such as supplier letters, to justify an increase.

**Labor Rates:** Unless specifically stated otherwise in the RFP, when pricing is awarded based on not-to-exceed hourly labor rates, the Vendor shall not adjust those rates during the term of the Contract. Exceptions may be made only if applicable changes to prevailing wage rates under federal, state, or local law justify an increase. In such cases, the Vendor must notify ESC Region 13 in writing and, upon request, provide any documentation that ESC Region 13 deems necessary to substantiate the requested adjustment in labor rates.

ESC Region 13 reserves the right, at its sole discretion, to accept or reject the price increase in whole or in part. ESC Region 13 will assess the validity of any proposed rate changes. Prices must be honored on orders dated up to the official date of the approval of the requested price adjustments.

**2026-01****EVALUATION CRITERIA & SCORING**



**Evaluation Criteria - RFP**

In accordance with Section [44.031\(b\)](#) of the Texas Education Code and 2 CFR 200, ESC Region 13 uses a best value approach for awarding agreements under this solicitation.

ESC Region 13 will base its recommendation for contract award based on the following factors and weighted criteria:

Criteria	Points
Small/Minority/Woman/Service-Disabled Veteran Owned	5
Performance Capability	25
Qualifications and Experience	20
Relevance to Member Needs	20
Price Competitiveness	30
<b>Total Points</b>	<b>100</b>

An evaluation team will review the responses to ensure awards are made based on the solicitation's requirements.

**Potential for Presentations/Demonstrations**

Upon completion of the evaluation process, selected vendors may be asked to interview or provide a demonstration which may consist of the following:

- Questions about your organization and its capacity to meet the stated requirements
- Description/presentation of comparable work projects
- Description of experiences supporting school districts and/or campuses
- Information about the organization's structure and leadership, specifically team members who will work on this project.

When a single vendor is being selected for award, and the scoring results in a tie, the tiebreaker will be determined through interviews or demonstrations (either in person or virtual).

**2026-01****AWARD INFORMATION****Award Type****MULTIPLE AWARD**

This solicitation aims to establish a list of qualified vendors. Multiple vendors may be awarded with no hierarchy or tier levels. ESC Region 13 Cooperative Members will determine the most suitable vendor based on their needs. There is no obligation or guarantee to use any awarded vendor, and ESC Region 13 reserves the right and encourages Cooperative Members to request quotes from more than one awarded vendor. Vendors understand that being awarded is not a guarantee of any amount of business.

**2026-01****TERMS & CONDITIONS**

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## Contract Term

The term of this contract will be from October 1, 2025, through August 31, 2026, with the option to extend for up to two (2) additional one-year terms. If both extensions are exercised, the final expiration date would be August 31, 2028.

ESC Region 13 reserves the exclusive right to decide whether to renew or discontinue any Vendor Contract, either in full or in part. As part of this solicitation, Vendors are expected to achieve at least \$5,000 in sales through the awarded contract during each contract year. Vendors that do not meet this threshold may not be eligible for renewal. Additionally, ESC Region 13 may take this performance factor into account when evaluating the Vendor's past performance for future solicitations.

☒ I accept and certify compliance.

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## Contract Offer and Acceptance

A response to this solicitation constitutes an offer to contract with ESC Region 13 under the terms and conditions specified in the solicitation and the Vendor's proposal. Responses become binding contracts only upon acceptance and formal contract issuance by ESC Region 13.

The contract will be rendered null and void if transferred or assigned to another Vendor(s) without written approval from ESC Region 13.

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## Administration Fee Requirement

In consideration of the support and services provided by ESC Region 13, the Vendor will pay an administration fee of 2% to ESC Region 13 on all equipment, products, and services provided to Cooperative Members. The administration fee must be included in, and not added to, the pricing. Vendor may not charge Cooperative Members more than the contracted price to offset the administration fee. The Vendor will submit payment to ESC Region 13 for the percentage of administration fee stated in the solicitation bid multiplied by the sales of all equipment, products, and services purchased by Cooperative Members under this contract during each quarter. Payments should note the Vendor's name and the ESC Region 13 contract number in the memo and must be mailed to ESC Region 13, Attn: Accounts Receivable, 5701 Springdale Road, Austin, TX 78723. Payments must be received no later than 30 days after the end of each quarter. Vendor agrees to cooperate with ESC Region 13 in auditing transactions under this contract to ensure that the administration fee is paid on all items purchased under this contract. In the event the Vendor is delinquent in any undisputed administration fees, ESC Region 13 reserves the right to cancel this contract and reject any proposal submitted by the Vendor in any subsequent solicitations. In the event the contract is cancelled, the administration fee payment will be due no more than 30 days from the cancellation date.

☒ I affirm and certify compliance.

**Reporting Requirement**

The Vendor is responsible for keeping record of all sales that go through this Contract and submit contract sales activity report every quarter to ESC Region 13. Reports are due by the 30 days after each quarter regardless of number or amount of sales during that quarter. The report must include the following:

- a. Member organization name, physical address, contact name, contact email address, and phone number
- b. Bid number
- c. Vendor Contract Number
- d. Outline of Member purchases
- e. Administration fee listed
- f. Date purchase was invoiced/sale was recognized as revenue by Vendor.

Failure to properly report or render the participation fee to ESC Region 13 shall constitute a breach of this agreement with ESC Region 13 and shall be grounds for termination of this agreement and any other agreement held with ESC Region 13 and possible legal action. Any overpayment of participation fees to ESC Region 13 by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if ESC Region 13 receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and ESC Region 13 determines that the Vendor Agreement amount was not legally due to ESC Region 13 pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are ESC Region 13 Agreement sales and pay the correct participation fee due for ESC Region 13 Agreement sales. Any notification of overpayment received by ESC Region 13 after the expiration of six (6) months from the date of overpayment will be non-refundable. ESC Region 13 reserves the right to extend the six (6) month deadline to notify if approved by the ESC Region 13 Board of Directors. ESC Region 13 reserves all rights under the law to collect the fees due.

☒ I affirm and certify compliance.

**Product Modifications and Replacements**

Vendors must clearly identify in their Proposal the specific products or services they intend to offer as requested in the RFP specifications. Vendors will be authorized to provide only those products or services listed in their Proposal and awarded under the applicable RFP specifications of the Contract. Except as expressly permitted under this section, no additional products or substitutions will be accepted after a Notice of Award has been issued.

**(a) Catalog Revisions:**

Should a manufacturer's catalog submitted with the Proposal be revised to include new products that fall within the awarded RFP specifications, the Vendor may submit the updated version in place of the original, provided the new catalog meets the following conditions:

1. It does not contain products outside of the awarded RFP specifications;
2. It does not include items that, in the judgment of ESC Region 13, fall outside the scope or intent of the awarded RFP specifications;
3. It excludes products that were available at the time of the original Proposal submission but were omitted by the Vendor; and
4. It does not introduce products from manufacturers or brands not originally proposed within the relevant RFP specifications.

**(b) Discontinued Products and Replacements:**

If a manufacturer discontinues a product or catalog that was awarded under the Contract, and an equivalent replacement is available from the same manufacturer, the Vendor may request to substitute the replacement product or catalog. All substitution requests must be accompanied by appropriate supporting documentation as requested by ESC Region 13.

ESC Region 13 reserves the exclusive right to approve or deny any proposed catalog updates or product substitutions at its sole discretion.

☒ I accept and certify compliance.

**Public Information****Public Information Requests**

Proposal documents are subject to disclosure in accordance with the Texas Public Information Act, Texas Government Code, Chapter 522. If any of the information submitted in your proposal is considered confidential or contains trade secrets or proprietary information that, if released, would give unfair advantage to a competitor, that information should be clearly identified. To do so, please upload the relevant materials as a separate attachment under the Response Attachment tab, titled "**Confidentiality Declaration.**"

Please note, the release of information marked "Confidential" is subject to the applicable statutes and interpretations rendered by the Office of the Attorney General of the State of Texas. ESC Region 13 assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to disclosure under the Texas Public Information Act.

☒ I affirm and certify compliance.

**Public Disclosure****Public Disclosure**

No public disclosures or news releases concerning this solicitation or the subsequent Contract between ESC Region 13 and Vendor shall be made without the written approval of ESC Region 13.

☒ I affirm and certify compliance.

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6**General Conditions****Rights Reserved by ESC Region 13**

ESC Region 13 reserves the right to cancel this solicitation in whole or in part at any time.

ESC Region 13 reserves the right to issue a revised or amended RFP.

ESC Region 13 reserves the right to accept or reject any and/or all proposals, waive all minor formalities and choose the proposal(s) that best serve the ESC's interests.

ESC Region 13 reserves the right to accept, reject or negotiate modifications in any terms of a prospective vendor's response or any parts thereof. ESC Region 13 reserves the right as sole judge of quality and equality to waive any formalities or technicalities if deemed in the best interest of the ESC.

ESC Region 13 reserves the right to add, delete, and/or modify products covered under this contract at any time for any purpose throughout the contract term. Pricing on the added or modified products will be negotiated with the company individually but should be consistent with the pricing on similar products.

ESC Region 13 reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with ESC Region 13.

ESC Region 13 assumes no financial responsibility for any costs incurred by a prospective vendor in: developing and submitting a response or proposal or any amendments or addenda thereto; participating in a bid conference; assisting with contract negotiation sessions or discussions; or facilitating dispute resolution.

ESC Region 13 also assumes no financial responsibility for any other costs incurred by prospective vendors prior to award of a contract pursuant to this RFP.

☒ I have read and agree to General Conditions

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7**Tax Exempt Status**

ESC Region 13 and all Cooperative Members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. ESC Region 13 and Cooperative Members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

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8**2026-01****STATE OF TEXAS**7  
9**General Terms and Conditions****Antitrust Certification**

I affirm, under penalty of perjury of the laws of the State of Texas, of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

**Assignment**

Respondent may not assign the contract or assign, transfer or delegate, in whole or in part, any of its interest in, or

rights or obligations under, the contract without the prior written consent of ESC Region 13, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void.

### **Conflicts of Interest**

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

### **Contracting Information**

If Respondent is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by ESC Region 13; or (b) this Agreement results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by ESC Region 13 in a fiscal year of ESC Region 13, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to ESC Region 13 for the duration of the Agreement; (2) promptly provide to ESC Region 13 any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of ESC Region 13; and (3) on completion of the Agreement, either (a) provide at no cost to ESC Region 13 all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to ESC Region 13.

### **Critical Infrastructure Affirmation**

Respondent certifies (i) that Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (ii) that Respondent including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (iii) that Respondent including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure.

### **Energy Company Boycotts**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify ESC Region 13.

### **Entities that Boycott Israel**

Respondent represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify ESC Region 13.

Section 2271.002 of the Texas Government Code states the following:

(a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning

assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.

### **Excluded Parties**

Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

### **False Statements**

Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

### **Firearm Entities and Trade Associations Discrimination**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify ESC Region 13.

### **Foreign Terrorist Organizations**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

### **Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to ESC Region 13.

### **Public Information Act**

Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to ESC Region 13.

### **Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

### **Texas Bidder Affirmation**

Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code. As defined by TEX GOVT CODE § 2155.444(c), the term "Texas bidder" means a business: (1) incorporated in this state; (2) that has its principal place of business in this state; or (3) that has an established physical presence in this state.

### **Equal Treatment of All Persons:**

Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, Contractor represents and warrants that:

- (a) all conduct under this Contract shall be administered and performed in a neutral manner without regard to race of persons;
- (b) Contractor shall not, in the specific performance of this Contract, elevate one individual person over another, or advantage any one person over another, due to race;
- (c) Contractor shall not, in the specific performance of this Contract, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas;
- (d) Contractor's staff, agents, and subcontractors that are selected and employed in the specific performance of this Contract shall be selected and employed solely on merit and the ability to perform; and
- (e) Contractor shall ensure that any subcontractors participating in the specific performance of this Contract represent and warrant to the provisions of this Clause.

**Biological Sex and No Preferred Pronouns:**

Contractor represents and warrants that it shall ensure that all actions in specific performance of this Contract shall comply with federal and state law and reflect that there are only two sexes. Contractor's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Contract, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.

☒ I affirm and certify compliance.

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**Certifications****Americans With Disabilities Act**

Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

**Disclosure of Interest Parties**

Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to ESC Region 13 a [Certificate of Interested Parties](#) prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

**Equal Employment Opportunity**

Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**Federal Occupational Safety and Health Law**

Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**Force Majeure**

Neither Respondent nor ESC Region 13 shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract 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.

**Lobbying Prohibition**

Respondent represents and warrants that Agency's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

**No Felony Criminal Convictions**

Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised Agency in writing of



the facts and circumstances surrounding the convictions.

#### **Prompt Payment**

All payments to Respondent by ESC Region 13, any payments by Respondent to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code § 20.487.

#### **Records Retention**

Respondent shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

#### **Severability**

If any provision of the contract is construed to be illegal, invalid or unenforceable, such construction will not affect the legality, validity or enforceability of any of its other provisions. It is the intent and agreement of the parties to this contract that this contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this contract will continue in full force and effect.

#### **Termination for Convenience**

ESC Region 13 reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if ESC Region 13 determines that such termination is in the best interest of the center. In the event of such a termination, Respondent must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. ESC Region 13 shall be liable for payments limited only to the portion of work ESC Region 13 authorized in writing and which Respondent has completed, delivered to, and which has been accepted by ESC Region 13. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. ESC Region 13 shall have no other liability, including no liability for any costs associated with the termination.

☒ I affirm and certify compliance.

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2026-01

## **FEDERAL REQUIREMENTS**

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#### **Federal Funds Requirements**

To the extent that any Federal Funds are utilized for payment under this Contract, Vendor agrees to comply with the Education Department General Administrative Regulations (EDGAR). Noncompliance or misrepresentation regarding the Vendor Certifications may, in ESC Region 13's sole discretion, be grounds for immediate termination of this Contract.

Vendor shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200 through 200.521), and any other applicable OMB requirements, and in accordance with ESC Region 13's Procedures regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements.

Vendor agrees and certifies compliance with all applicable federal terms and conditions set out in the Education Department General Administrative Regulations (EDGAR) provisions in 2 C.F.R. Part 200.

☒ I accept and certify compliance.

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3**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

ESC Region 13 is prevented from awarding a contract to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), or any vendor who is debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible by any other statutory or regulatory authority.

In accordance with Federal regulations and applicable provisions, the prospective vendor or individual submitting this application certifies, by submission of this proposal, that:

1. Neither the vendor nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal Department or Agency.
2. The vendor further agrees to notify ESC Region 13 immediately if it or its principals become debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation by any Federal Department or Agency at any time during the course of the contract.

Please check the appropriate box:

**No** - The vendor or its principals are NOT presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal transactions

**Yes** - The vendor or its principals ARE presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal transactions.

☐ No. Company is NOT debarred, suspended or ineligible..

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4**Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Detail**

If the company is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal Department or Agency, provide a detailed explanation of the circumstances, including dates and Federal Department or Agency involved.

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5**Termination for Cause and Convenience**

Performance of work under this agreement may be terminated in whole or in part by ESC Region 13 for any reason. Termination of work hereunder shall be effected by the delivery to PROVIDER of a Notice of Termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. PROVIDER shall be paid only for the performance of work up to the date of termination if ESC Region 13 exercises its right to terminate. Such right of termination is in addition to, and not in lieu of, rights of ESC Region 13 set forth herein. ESC Region 13 shall have the right to terminate any agreement with or without cause upon thirty (30) days' written notice to Vendor. Valid causes for termination of this agreement by ESC Region 13 for cause include, but are not limited to:

1. Lack of funds by ESC Region 13: Lack of funds includes, but is not limited to, non-appropriation and/or non-availability of funds.
2. Non-compliance with federal regulations.
3. Failure to meet bidding specifications outlined in this solicitation.
4. In the event that PROVIDER becomes insolvent or commits act(s) of bankruptcy, PROVIDER shall notify CUSTOMER in writing immediately.
5. Breach of warranties
6. Breach by PROVIDER of any term and condition of the agreement
7. Any unethical business practice or attempt to misrepresent or commit fraud against ESC Region 13.

☒ I accept and certify compliance.

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6**Copeland "Anti-Kickback" Act**

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)

Contractors and subcontractors cannot induce, by force, intimidation, threat of dismissal, or other means, any person employed in the construction, prosecution, completion, or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which they are entitled under their employment contract.

The Act requires the full payment of wages earned without deductions or rebates unless specifically permitted by law.

Contractors and subcontractors must maintain and submit certified weekly payroll reports to the contracting agency, ensuring compliance with wage payment requirements.

☒ I accept and certify compliance.

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7**Contract Work Hours and Safety Standards Act**

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

☒ I accept and certify compliance.

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8**Rights to Inventions Made Under a Contract/Agreement**

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

☒ I accept and certify compliance.

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9**Clean Air Act and Federal Water Pollution Control Act**

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

☒ I accept and certify compliance.

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0**Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

☒ I accept and certify compliance.

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### **Procurement of Recovered Materials**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

☒ I accept and certify compliance.

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### **Prohibition on Certain Telecommunications & Video Surveillance Services/Equipment**

ESC Region 13 shall not obligate or expend funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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 Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

☒ I accept and certify compliance.

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### Domestic Preferences for Procurements

To the greatest extent practicable under a Federal award, ESC Region 13 shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.**

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (3) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

☒ I accept and certify compliance.

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### Records Retention

Respondent certifies that it will comply with the following record retention requirements:

1. **Retention Period:** Vendors must retain records for a minimum of **three years** from the date of submission of the final financial report related to the federal award.
2. **Specific Records:** Vendors are required to maintain records that adequately document the performance of the award and compliance with the applicable federal regulations.
3. **Litigation and Audit:** If any litigation, claim, or audit is initiated before the expiration of the retention period, the records must be kept until the issues are resolved and final action is taken.
4. **Compliance with Terms:** Vendors must comply with the specific terms and conditions outlined in their agreements with the awarding agency, which may include additional requirements for record retention.
5. **Access to Records:** Vendors must ensure that their records are accessible for review and audit by federal officials during the retention period.

☒ I affirm and certify compliance.

## Bid Lines

**1 ITEM 1: Electronic Device Storage Systems**

Discount (%) off catalog/price list for Electronic Device Storage Systems. (Individual locking pouches, wall-mounted or freestanding lockers, mobile storage carts, and similar equipment and products.)

Total:

Item Notes:

**IMPORTANT:**

- Vendors must include their catalog(s) or price list(s) as part of their Proposal submission in an easily accessible electronic format. Upload catalogs/price lists in the Response Attachments tab.
- Proposals submitted without their catalog(s) or price list(s) will not be considered.
- Preferred formats include Excel or searchable PDF.
- Submissions in printed form or links to external websites will not be accepted.

Vendors offering more than one manufacturer's product line and/or multiple catalogs or price lists for a single line item must submit this information in the manner outlined below. Failure to do so may result in the Proposal being deemed non-responsive:

- For each additional manufacturer product line or catalog/price list proposed, the Vendor must use the **"Add Alternate"** function.
- A clearly stated percentage discount must be provided for each manufacturer or catalog/price list submitted.

Supplier Notes:

**Item Attributes**

**1. Indicate the name of the manufacturer's catalog or product price list being proposed with the corresponding discount percentage.**

**Important:** Do not include SKU numbers, reference codes, website links, or statements such as "see attached" or "enclosed" in place of the required information.

**2 ITEM 2: Installation and Repair Services**

Not-to-Exceed Hourly Labor Rate for Installation/Repair Service of individual locking pouches, wall-mounted or freestanding lockers, mobile storage carts, and similar equipment and products.

Quantity: 1 UOM: Hourly Labor Rate

**No Bid**

Supplier Notes:

**Response Total: \$0.00**