



2026-16 Addendum 1

Safety & Security Audits & Consulting Services

Issue Date: 6/25/2026

Questions Deadline: 7/13/2026 02:00 PM (CT)

Response Deadline: 7/28/2026 02:00 PM (CT)

Contact Information

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Event Information

Number: 2026-16 Addendum 1
Title: Safety & Security Audits & Consulting Services
Type: Request for Proposal
Issue Date: 6/25/2026
Question Deadline: 7/13/2026 02:00 PM (CT)
Response Deadline: 7/28/2026 02:00 PM (CT)
Notes:

Education Service Center Region 13 is seeking to establish contracts with qualified vendors to provide Safety & Security Audits & Consulting 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 3-year Audit/EOP Preparation, & Consulting Services to include but not limited to corrective action development, and continuous monitoring processes. 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.

Please review each Ion Wave tab for important information.

Bid Attachments

Attachment A - Proposal Questionnaire (2026-16).docx

[Download](#)

NOTE: THIS IS A REQUIRED DOCUMENT.

This **Attachment A - Proposal Questionnaire** must be downloaded from this location, reviewed, properly completed as instructed, and uploaded to the "Response Attachments" tab location entitled "Attachment A - Proposal Questionnaire."

Form W-9 (Rev 3-2024).pdf

[Download](#)

Form W-9 (Rev 3-2024).pdf

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

[Download](#)

Conflict of Interest Questionnaire (CIQ)

1295.pdf

[Download](#)

Certificate of Interested Parties (Form 1295) Sample

Must be filed online with [Texas Ethics Commission](#) prior to contract execution in accordance with [Section 2252.908](#) of the Texas Government Code.

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

BOX #3, enter: 2026-16 Safety & Security Audits & Consulting Services

Requested Attachments

Attachment A - Proposal Questionnaire

(Attachment required)

For evaluation purposes, vendor submittals must include the information requested in **Attachment A - Proposal Questionnaire**. Responses must match the sequence and format prescribed. All questions must be answered, even those that are not applicable. You may state "not applicable" to the question. Failure to respond in this sequence and format may result in the reduction of points and/or disqualification.

Attachment A - Proposal Questionnaire is supplied as a MS Word document for Respondents to enter their responses. Please see the "Attachments" tab to download and complete.

NOTE: THIS IS A REQUIRED DOCUMENT AND IT MUST BE SUBMITTED WITH YOUR RESPONSE TO THIS RFP IN THE "RESPONSE ATTACHMENTS" TAB. The respondent should provide the completed document in PDF format. Please save this document as "Attachment A - Proposal Questionnaire."

Vendor Catalog(s)/Pricelist(s)

(Attachment required)

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)

(Attachment required)

Form W-9 (Rev 3-2024)

Conflict of Interest Questionnaire (CIQ)

(Attachment required)

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 of interest exists, please enter your company name in #1 and you may indicate "not applicable" in #3. Please sign and date. The CIQ form is available for download in the Attachments tab.

Confidentiality Declaration (If applicable)

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."

Form 1295 - Certificate of Interested Parties

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: 2026-16 Safety & Security Audits & Consulting Services

Bid Attributes

1	2026-16	INTRODUCTION & OVERVIEW
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2 Introduction

Established by the Texas Legislature in 1967, Education Service Centers (ESCs) serve as regional hubs of support for public educational entities in Texas. ESCs were created to bridge the gap between the Texas Education Agency and local school systems by providing cost-effective, high-quality services tailored to regional needs.

While each ESC is assigned to a specific geographic region, ESCs are authorized to support any Texas school system in need of ESC services.

We are driven by a mission to provide responsive, results-oriented support. Under state statute and the guidance of the Texas Commissioner of Education, ESCs focus on helping schools:

- Improving student performance
- Operating efficiently and economically
- Implementing state and federal initiatives
- Providing quality educational products at a reasonable cost

ESC Region 13 partners with educational entities across Texas, providing training, tools, and direct support to strengthen schools so they can better serve all students and improve learning outcomes for all.

3 Purpose Statement

Education Service Center Region 13 is seeking to establish contracts with qualified vendors to provide Safety & Security Audits & Consulting 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 3-year Audit/EOP Preparation, & Consulting Services to include but not limited to corrective action development, and continuous monitoring processes. 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.

4 Calendar of Events

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

Solicitation Issued	6/25/2026
Questions Due	7/13/2026
Answers Posted	7/16/2026
Submission Deadline	7/28/2026
Anticipated Notification of Selection	8/26/2026
Anticipated Contract Begin Date	9/1/2026

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 certify compliance with the requirements above.

(Required: Check if applicable)

6 Addendum 1

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.

Addendum No. 1 contains the following change:

- Attachments Tab:

The description for the 1295 document changed as follows:

Certificate of Interested Parties (Form 1295) Sample

Must be filed online with Texas Ethics Commission prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

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

BOX #3, enter: 2026-16 Safety & Security Audits & Consulting Services

7 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 respondent 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

9 Scope of Work

ESC Region 13 intends to award contracts for Audit Services and Emergency Operations Plan (EOP) Services under this solicitation.

Consulting Services described within this Scope of Work are intended to complement and support the successful delivery of Audit Services and EOP Services. Accordingly, vendors are encouraged to include relevant consulting services as part of a comprehensive, integrated approach to these primary service areas.

While Consulting Services may be utilized by Cooperative Members in connection with awarded services, they will not be awarded or utilized as a standalone service under this contract.

Vendors are expected to meet the following deliverables, tasks, or services:

AUDIT SERVICES:

District Safety Risk Assessments

Conduct district-wide evaluations of safety systems, procedures, and operational practices in compliance with Texas State Legislation & Texas School Safety Center guidelines and best practices. Review emergency plans, campus security measures, access control, surveillance, visitor management, and drill performance to identify strengths, vulnerabilities, and opportunities for improvement.

Strategic Improvement Initiatives

Work with district leadership to develop practical corrective action plans that address identified deficiencies. Support includes establishing timelines, assigning responsibilities, defining performance measures, and assisting through implementation to ensure improvements become operational realities.

Critical Systems Evaluation

Assess the reliability, integration, and effectiveness of communication and security technologies, including radios, emergency notification systems, interoperability with first responders, and surveillance systems. Provide recommendations aimed at improving situational awareness and incident response capabilities.

EMERGENCY OPERATIONS PLAN (EOP) SERVICES:

Audit Readiness and Documentation Review

Assist school districts to prepare for state and regulatory safety audits by organizing documentation (including Emergency Operation Plans), validating procedures, reviewing training records, and strengthening internal tracking systems.

CONSULTING SERVICES:

Performance Monitoring and Verification

Provide follow-up reviews to verify that corrective actions have been successfully implemented and sustained. Develop monitoring systems that track key preparedness indicators, giving leadership ongoing visibility into safety performance and emerging risks.

Operational Response Assessment

Evaluate emergency drills and exercises to assess leadership effectiveness, accountability, communication, and overall execution during simulated incidents. Focus on measuring real-world performance rather than simply confirming that drills were conducted.

Organizational Resilience and Safety Culture Assessment

Examine the organizational structures, accountability systems, leadership practices, and safety teams that support district preparedness. Strengthen safety culture and embed preparedness expectations throughout the organization for long-term sustainability.

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2026-16

TEXAS SCHOOL SAFETY CENTER REGISTRY REQUIREMENT

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Safety & Security Audit & Consulting TxSSC Registry Compliance

Pursuant to Texas Education Code (TEC) §37.2091, any person providing school safety or security consulting services to independent school districts and open-enrollment charter schools in the State of Texas must be registered with the Texas School Safety Center (TxSSC) in accordance with TxSSC-established requirements.

All respondents to this solicitation must be listed on the TxSSC Registry, as required by the TEC, to perform one or both of the following disciplines: Safety and Security Audit and/or Emergency Operations Plan (EOP). Respondents must be listed on the registry at the time of proposal submission.

Failure to be listed on the TxSSC Registry will result in the respondent being deemed non-responsive and ineligible for award. For purposes of this requirement, a respondent will be considered "listed" if the respondent or an associated individual within the respondent's organization can be located in the publicly accessible TxSSC registry database by a school district or ESC Region 13 representative.

All respondents or associated individuals within the respondent's organization must maintain active registration status with the TxSSC for the entire duration of the awarded contract. Any lapse, suspension, or termination of registration must be reported immediately to ESC Region 13. Failure to maintain required registration may result in contract termination and removal from the awarded vendor pool.

☐ I certify compliance with the requirements above.

(Required: Check if applicable)

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2026-16

PROPOSAL SUBMISSION REQUIREMENTS

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Attachment A - Proposal Questionnaire

For evaluation purposes, vendor submittals must include the information requested in **Attachment A - Proposal Questionnaire**. Responses must match the sequence and format prescribed. All questions must be answered, even those that are not applicable. You may state "not applicable" to the question. Failure to respond in this sequence and format may result in the reduction of points and/or disqualification.

The number of pages of this questionnaire must not exceed 25 pages in total length.

Attachment A - Proposal Questionnaire is supplied as a MS Word document for Respondents to enter their responses. Please see the "Attachments" tab to download and complete.

NOTE: THIS IS A REQUIRED DOCUMENT AND IT MUST BE SUBMITTED WITH YOUR RESPONSE TO THIS RFP IN THE "RESPONSE ATTACHMENTS" TAB. The respondent should provide the completed document in PDF format. Please save this document as "Attachment A - Proposal Questionnaire."

☐ I certify compliance with the requirements above.

(Required: Check if applicable)

Submission Requirements & Guidelines

The Respondent 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.

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.

- **Attachment A - Proposal Questionnaire:** Download the MS Word questionnaire document from "Attachments" tab.
- **Vendor Catalogs/Price Lists:** 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.
- **Form W-9 (Rev 3-2024):** Complete, sign and upload, in PDF format, the most current W-9.
- **Confidential/Proprietary Information (if applicable):** 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."

Additional Documentation

Respondents are allowed to include additional documentation under the "Response Attachments" tab as deemed applicable to provide additional information to ESC Region 13 during the evaluation process. Such documentation should provide clarity and information to allow for better understanding of the submitted response.

ESC Region 13 does not guarantee that these documents will be reviewed. Avoid submitting excessive or irrelevant documentation as this may distract from critical information required for evaluation.

Pricing

This Request for Proposals (RFP) is a request for a discount off catalog or price list for Safety & Security Audits & Consulting Services. All services shall be inclusive of all labor, supervision, wages, benefits, insurance, travel (unless otherwise noted), equipment, materials, and any other costs necessary to perform the services in accordance with industry best practices, applicable laws, and regulatory requirements.

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.

Unless otherwise specified in this RFP, A "cost plus" proposal will not be accepted.

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, at a minimum, include the following:

- Service Category (e.g., Safety Audit, Facility Assessment, Emergency Operations Plan Review, Training, Consulting)
- Labor Category/Title (if applicable)
- Description of Services
- Unit of Measure (e.g., hourly, daily, per campus, per assessment)
- Standard Rate (prior to discount)
- Proposed Percentage Discount
- Net Rate (after discount)

Statements of the following phrases will not be accepted: "price to be determined," "price available upon request", etc.

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6**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.

No catalog or price list price increases, including website-based pricing, will be accepted between proposal submission and contract award.

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.

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7**2026-16****INSURANCE REQUIREMENTS**1
8**Insurance Requirements**

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.

☐ I certify compliance with the requirements above.
(Required: Check if applicable)

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9**2026-16****VENDOR INFORMATION**

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Proposal Contact Information

Provide the contact information of the individual authorized to answer questions related to your company's proposal. Please provide the following contact information:

- Contact Name
- Title
- Direct Phone Number
- Email Address

(Required: Maximum 1000 characters allowed)

2
1

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

(Required: Check all that apply)

2
2

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.

(Optional: Maximum 4000 characters allowed)

2
3

Failure to Disclose Conflicts of Interest

The Respondent shall disclose all actual, potential, or perceived conflicts of interest. Failure to fully disclose such conflicts may be considered a material breach of this solicitation. If ESC Region 13 determines that the Respondent failed to disclose a conflict of interest, ESC Region 13 reserves the right to:

1. Reject the proposal in its entirety,
2. Disqualify the Respondent from this and future solicitations, and/or
3. Terminate any resulting contract for cause at any time, with no penalty to ESC Region 13.

The Respondent shall be liable for any costs, losses, or damages incurred by ESC Region 13 resulting from such nondisclosure.

☐ I certify compliance with the requirements above.

(Optional: Check if applicable)

2
4

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:

- ☐ Yes. The owner/operator of the business entity HAS been convicted of a felony.
- ☐ No. The owner/operator of the business entity has NOT been convicted of a felony.
- ☐ N/A. Company is publicly-held; therefore, this reporting requirement does not apply.

(Required: Check only one)

2
5**Felony Conviction Details**

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.

(Required: Maximum 500 characters allowed)

2
6**2026-16****VENDOR REFERENCES**2
7**References**

The Respondent must provide a minimum of three (3) references from Texas educational or governmental entities who have done business with your company within the past two (2) years. References should be familiar with the Respondent's products, services, 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. Provide the information requested below, including the existing pricing discounts you offer each customer.

2
8**Reference 1 - Company Name**

(Required: Maximum 1000 characters allowed)

2
9**Reference 1 - Contact Person**

(Required: Maximum 1000 characters allowed)

3
0**Reference 1 - Business Phone Number**

(____) ____ - ____ ext: ____

(Required)

3
1**Reference 1 - Email Address**

(Required: Email address)

3
2**Reference 1 - Business Address**

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

(Required: Maximum 1000 characters allowed)

3
3

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.

(Required: Maximum 4000 characters allowed)

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Reference 1 - Pricing Discounts and Quantity/Volume

(Required: Maximum 1000 characters allowed)

3
5

Reference 2 - Company Name

(Required: Maximum 1000 characters allowed)

3
6

Reference 2 - Contact Person

(Required: Maximum 1000 characters allowed)

3
7

Reference 2 - Business Phone Number

(____) _____ - _____ ext: _____

(Required)

3
8

Reference 2 - Email Address

(Required: Email address)

3
9

Reference 2 - Business Address

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

(Required: Maximum 1000 characters allowed)

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Reference 2 - Description of Services Performed and Dates of Service

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

(Required: Maximum 4000 characters allowed)

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Reference 2 - Pricing Discounts and Quantity/Volume

(Required: Maximum 1000 characters allowed)

4
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Reference 3 - Company Name

(Required: Maximum 1000 characters allowed)

4
3

Reference 3 - Contact Person

(Required: Maximum 1000 characters allowed)

4
4

Reference 3 - Business Phone Number

(____)____-____ ext: _____

(Required)

4
5

Reference 3 - Email Address

(Required: Email address)

4
6

Reference 3 - Business Address

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

(Required: Maximum 1000 characters allowed)

4
7**Reference 3 - Description of Services Performed and Dates of Service**

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

(Required: Maximum 4000 characters allowed)

4
8**Reference 3 - Pricing Discounts and Quantity/Volume**

(Required: Maximum 1000 characters allowed)

4
9**2026-16****EVALUATION CRITERIA & SCORING**5
0**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
Audit & Compliance Expertise	35
Experience with K-12 School Safety Programs	25
Project Team Qualifications	10
Past Performance / References	10
Price	20
Total Points	100

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

**5
1** **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).

**5
2** **2026-16**

AWARD INFORMATION

**5
3** **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.

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4** **2026-16**

TERMS & CONDITIONS

**5
5** **Contract Term**

The term of this contract will be from September 1, 2026, through August 31, 2027, with the option to extend for up to five (5) additional one-year terms. If all extensions are exercised, the final expiration date would be August 31, 2032.

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 certify compliance with the requirements above.
(Required: Check if applicable)

**5
6** **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.

Administration Fee Requirement

In consideration of the support and services provided by ESC Region 13, the Vendor will pay an administration fee of 3% 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 certify compliance with the requirements above.

(Required: Check if applicable)

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 certify compliance with the requirements above.

(Required: Check if applicable)

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 certify compliance with the requirements above.
(Required: Check if applicable)

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 certify compliance with the requirements above.
(Required: Check if applicable)

**6
1 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 certify compliance with the requirements above.

(Required: Check if applicable)

**6
2 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

(Required: Check if applicable)

**6
3 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.

**6
4 2026-16****STATE OF TEXAS CONTRACT TERMS****6
5 General Terms and Conditions****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.

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.

Artificial Intelligence Disclosure

Respondent certifies that its Response discloses each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Respondent promises not to use an artificial intelligence system to perform the Contract without the prior written consent of ESC Region 13.

Assignment (for Goods)

Respondent may not assign the contract or assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the ESC Region 13. Any attempted assignment in violation of this Section is void and without effect.

Binding Effect

The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

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.

Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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.

COVID-19 Vaccine Passport Prohibition

Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2275.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commercial Code, Respondent shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify ESC Region 13 before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code.

Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

Disaster Recovery Plan

Upon request of ESC Region 13, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

Disclosure of Interested 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.

Disclosure of Prior Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by ESC Region 13 at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with ESC Region 13; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Dispute Resolution (General)

Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.

Dispute Resolution (Engineering, Architectural, or Construction Services)

Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under this contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

(a) Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Respondent's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Respondent may make a claim against ESC Region 13 for breach of contract and the ESC Region 13 may assert a counterclaim against the Respondent as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Respondent must provide written notice to ESC Region 13 of a claim for breach of the contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Respondent seeks as damages; and (3) the legal theory of recovery.

(b) The chief administrative officer, or if designated in the contract, another officer of the ESC Region 13, shall examine the claim and any counterclaim and negotiate with the Respondent in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

(c) If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this contract as to the parts of the claim that are not resolved.

(d) If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with ESC Region 13, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of contract by the ESC Region 13 if the parties are unable to resolve their disputes as described in this section.

(e) Nothing in the contract shall be construed as a waiver of the state's or the ESC Region 13's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas.

The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. ESC Region 13 does not waive any privileges, rights, defenses, or immunities available to ESC Region 13 by entering into this contract or by its conduct, or by the conduct of any representative of ESC Region 13, prior to or subsequent to entering into this contract.

(f) Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Respondent:

(1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or

(2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

Electrical Items

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

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.

Equal Employment Opportunity

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

Equal Treatment of All Persons

Consistent with Article 1, 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.

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.

Executive Head of ESC Region 13 Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of ESC Region 13, Respondent certifies that it is not (1) the executive head of the ESC Region 13, (2) a person who at any time during the four years before the date of the contract was the executive head of the ESC Region 13, or (3) a person who employs a current or former executive head of the ESC Region 13.

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.

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).

Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

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.

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.

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.

Former ESC Region 13 Employees

Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the ESC Region 13 during the twelve (12) month period immediately prior to the date of execution of the contract.

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.

Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Indemnification (General)

RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND ESC REGION 13, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND ESC REGION 13 AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Indemnification (Engineering or Architectural Services)

RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND ESC REGION 13, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO RESPONDENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO RESPONDENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY

NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND ESC REGION 13 AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Indemnification (Intellectual Property)

RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ESC REGION 13 AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) ESC REGION 13'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO ESC REGION 13 BY RESPONDENT OR OTHERWISE TO WHICH ESC REGION 13 HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT. RESPONDENT AND ESC REGION 13 AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE ESC REGION 13 AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF ESC REGION 13 DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF ESC REGION 13 IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, ESC REGION 13 WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF ESC REGION 13'S COUNSEL.

Independent Contractor

Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of ESC Region 13 or the State of Texas.

Lobbying Prohibition

Respondent represents and warrants that ESC Region 13'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 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.

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 ESC Region 13 in writing of the facts and circumstances surrounding the convictions.

No Quantity Guarantees

ESC Region 13 makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.

Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

Property Rights

For purposes of the contract, the term "Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. ESC Region 13 and Respondent intend this agreement to be a contract for the services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Respondent to be a work made for hire. Respondent and Respondent's employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of ESC Region 13. Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of ESC Region 13. If for any reason the Work would not be considered a work-for-hire under applicable law, Respondent does hereby sell, assign, and transfer to ESC Region 13, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Respondent agrees to execute all papers and to perform such other property rights, as ESC Region 13 may deem necessary to secure for ESC Region 13 or its designee the rights herein assigned. In the event that Respondent has any rights in and to the Work that cannot be assigned to ESC Region 13, Respondent hereby grants to ESC Region 13 an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon ESC Region 13's request, Respondent shall deliver to ESC Region 13 all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of ESC Region 13.

Public Information Act

Respondent understands that ESC Region 13 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.

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 or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

Signature Authority

By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Standard of Care for Architectural and Engineering Contractors

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care

of a competent engineer or architect.

State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Survival

Expiration or termination of the contract for any reason does not release Respondent from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

Suspension and Debarment

Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Taxes

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. ESC Region 13 will furnish Tax Exemption Certificates upon request. Respondent represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Respondent or its employees. ESC Region 13 shall not be liable for any taxes resulting from the contract.

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 state. 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 ESC Region 13, 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.

Termination for Non-Appropriation (Funding Out)

The contract is subject to termination or cancellation, without penalty to ESC Region 13, either in whole or in part, subject to the availability of funds.

Terms and Conditions Attached to Response

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

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.

☐ I certify compliance with the requirements above.

(Required: Check if applicable)

6
7**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 certify compliance with the requirements above.

(Required: Check if applicable)

6
8**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..

☐ Yes. Company IS debarred, suspended or ineligible.

(Required: Check only one)

6
9**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.

(Required: Maximum 1000 characters allowed)

7
0**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 certify compliance with the requirements above.

(Required: Check if applicable)

7
1**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 certify compliance with the requirements above.

(Required: Check if applicable)

7
2**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 certify compliance with the requirements above.

(Required: Check if applicable)

**7
3 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 certify compliance with the requirements above.

(Required: Check if applicable)

**7
4 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 certify compliance with the requirements above.

(Required: Check if applicable)

**7
5 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 certify compliance with the requirements above.

(Required: Check if applicable)

**7
6 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 certify compliance with the requirements above.

(Required: Check if applicable)

7
7**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 certify compliance with the requirements above.

(Required: Check if applicable)

7
8**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 certify compliance with the requirements above.

(Required: Check if applicable)

Bid Lines

1 ITEM 1: AUDIT SERVICES

Discount (%) off catalog/price list for Audit Services. If no discount will be offered, enter a "0" zero.

All services shall be inclusive of all labor, supervision, wages, benefits, insurance, travel (unless otherwise noted), equipment, materials, and any other costs necessary to perform the services in accordance with industry best practices, applicable laws, and regulatory requirements.

(Response required)

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/service 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.

(Required: Maximum 200 characters allowed)

Total: %

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2 ITEM 2: EMERGENCY OPERATIONS PLAN (EOP) SERVICES

Discount (%) off catalog/price list for Emergency Operations Plan (EOP) Services. If no discount will be offered, enter a "0" zero.

All services shall be inclusive of all labor, supervision, wages, benefits, insurance, travel (unless otherwise noted), equipment, materials, and any other costs necessary to perform the services in accordance with industry best practices, applicable laws, and regulatory requirements.

(Response required)

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: _____

Total: %

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

Item Attributes

1. Indicate the name of the manufacturer's catalog or product/service 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.

(Required: Maximum 1000 characters allowed)

3 ITEM 3: CONSULTING SERVICES

Discount (%) off catalog/price list for Consulting Services to include: Strategic Improvement Initiatives, Performance Monitoring and Verification, Operational Response Assessment, Critical Systems Evaluation, & Organizational Resilience and Safety Culture Assessment. If no discount will be offered, enter a "0" zero.

All services shall be inclusive of all labor, supervision, wages, benefits, insurance, travel (unless otherwise noted), equipment, materials, and any other costs necessary to perform the services in accordance with industry best practices, applicable laws, and regulatory requirements.

NOTE: Consulting Services described within the Scope of Work in Attribute #8 are intended to complement and support the successful delivery of Audit Services and EOP Services. Accordingly, vendors are encouraged to include relevant consulting activities as part of a comprehensive, integrated approach to these primary service areas.

While Consulting Services may be utilized by Cooperative Members in connection with awarded services, they will not be awarded or utilized as a standalone service under this contract.

(Response required)

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/service 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.

(Required: Maximum 1000 characters allowed)

Total: %

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature