

# Region 16 Education Service Center / TexBuy Purchasing Cooperative

5800 Bell Street  
Amarillo, Texas 79109

## REQUEST FOR PROPOSAL

### TEXAS SCHOOL SAFETY CERTIFICATION INSTRUCTOR

#### TEXBUY RFP #023-007

09/05/2023

Region 16 Education Service Center is accepting proposals on behalf of TexBuy Purchasing Cooperative ("TexBuy") in response to this **Request for Proposal for Texas School Safety Certification Instructor**. Proposals must be mailed to: Region 16 ESC/TexBuy, 5800 Bell Street, Amarillo, TX 79109. Proposals, including all information required herein, must be received **no later than 10/10/2023 at 2:00 p.m.**, at which time the proposals will be opened and read. The opening will take place in the Region 16 Education Service Center Business Office at the above address.

Envelopes must be opaque and plainly marked with the Request for Proposal description and RFP #023-007, to the attention of Andrew Pickens, Director of Purchasing. **Vendor must submit one original proposal, one copy, and one electronic PDF copy on CD or memory stick.** Region 16 Education Service Center may open unmarked proposals to properly identify them. Submitters are therefore advised to correctly mark their proposals in order to avoid the proposal being rejected if the content is compromised.

Any and all deviations from these specifications and this RFP must be clearly stated in the proposal. Any significant limitations of coverage, restrictive conditions, etc., must be clearly described.

*THESE SPECIFICATIONS ARE NOT INTENDED TO BE RESTRICTIVE WITH RESPECT TO BRAND NAMES IF A DISTINCT ADVANTAGE CAN BE DEMONSTRATED. PROPOSALS FAILING TO MEET ALL SPECIFICATIONS WILL NOT NECESSARILY BE REJECTED, BUT ANY DEVIATIONS MUST BE CLEARLY NOTED TO BE CONSIDERED.*

Offerors accept all responsibility for delivering their proposals to the address above prior to the deadline. Proposals submitted after the deadline may be returned unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

Region 16 Education Service Center reserves the right to accept or reject any or all proposals in the best interest of Region 16 ESC, the TexBuy Purchasing Cooperative and its TexBuy Members, and to waive any formalities or irregularities in the process. The term of any resulting contract will begin upon execution of a contract by Region 16 ESC. The initial contract term will be for one (1) year. Region 16 ESC reserves the right to renew the contract for up to three (3) additional one (1) year terms. The maximum term of the contract is four (4) years.

## **INTRODUCTION**

➤ **Background on Region 16 Education Service Center and the TexBuy Purchasing Cooperative**  
Region 16 Education Service Center (herein refers to "Region 16 ESC") will be the Lead Public Agency on behalf of itself, its TexBuy Purchasing Cooperative, and all state agencies, local governments, public school districts, private schools, and higher education institutions in the State of Texas, and other government agencies and non-profit organizations who are members of the TexBuy Purchasing Cooperative ("TexBuy Members" or "Members"). Region 16 ESC solicits proposals from offerors to evaluate and potentially award a vendor contract ("contract") for the goods and/or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 16 ESC, and are available for use and benefit of all TexBuy members in order to comply with state procurement laws and regulations.

### ➤ **The Role of TexBuy Purchasing Cooperative**

Region 16 ESC's purchasing cooperative, TexBuy, was established as a means to increase its economic and operational efficiency for other government and public entities when procuring goods and services.

The TexBuy Purchasing Cooperative assists Region 16 ESC in helping TexBuy members reap the benefits of national leveraged pricing, at no cost to the Member. TexBuy leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting bids and proposals and awarding contracts for commonly purchased products and/or services. Through the TexBuy solicitation process, Region 16 ESC awards contracts covering facilities, furniture, office supplies & equipment, security systems, technology, and other goods and services.

### ➤ **Purpose of TexBuy**

- Provide governmental, public, and nonprofit entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to help obtain the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple entities that yields economic benefits that are difficult to obtain by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller entities that may be unable to command the best contracts for themselves.
- Assist with use of best business practices.

## **SECTION I**

### **GENERAL INFORMATION**

#### **➤ SCOPE**

Region 16 ESC is accepting proposals on behalf of the TexBuy Purchasing Cooperative for Texas School Safety Certification Instructor.

Interested offerors are requested to submit a proposal that offers a variety of trainings that help School Districts comply with TX HB3 including, but not limited to:

- 1) School Safety Training (TX Govt Code 411.1901)
- 2) School Marshal Plan (TX Education Code 37.0811)
- 3) Stress Inoculation Training
- 4) Evaluation using Full-Scale SIM Training
- 5) Describe Additional Training Provided

#### **Technical Specification**

- [Government Code 411.1901](#) specifies who can teach and what the class entails at a minimum. A certified DPS School Safety Certification Instructor is the only one who can teach it. It must be the Texas DPS School Safety Certification Course outlined in the code.
- Currently certified by the DPS as a qualified handgun instructor
- No suspensions, revocations, or other disciplinary actions
- Has taught at least four license-to-carry handgun courses within the last 12 months prior to their application.
- Has completed the DPS class for School Safety Certification Instructor which includes classroom training, firearm proficiency, and written examination.
- Classroom instruction for the desired course must have a teacher-to-student ratio of 6:1 and may not have more than 12 students per course.
- Include copies of ALL required certifications and training needed to provide the School Safety Certification Training
- Confidentiality surrounding the training and personnel trained in the School Safety Training is critical. Gov't Code 551.089, the Texas Public Information Act protects the confidentiality of school district records made confidential by law, including new protections in HB3.

It is the intent of Region 16 ESC to award one or more cooperative purchasing contract(s) to meet the needs of its participating TexBuy Members. Members are eligible to voluntarily purchase on an “as needed” basis from the awarded contract.

Offeror shall be able to perform the services or provide the goods as specified in this solicitation. The submitted proposal shall include all products and services that Offeror desires to make available and the appropriate pricing structure for each. Products shall be priced as a discount from a price list or catalog. Services shall be offered as a fixed unit price. The pricing shall be specified on the attached Proposal Form. If proposing as a discount, an electronic version of the current catalog of items and the applicable price list /or price lists must accompany the proposal. Multiple percentage discounts are acceptable.

Offerors are not obligated to respond to all line items and may choose to respond only for those items they so desire. Region 16 ESC shall make an award for each line item thus resulting in one or more contracts to be awarded. If applicable, any item excluded from the catalog pricing must be clearly identified as “Not Offered”.

#### ➤ SOLICITATION SCHEDULE

|                               |                               |
|-------------------------------|-------------------------------|
| Request for Proposal Released | September 5, 2023             |
| Pre-Bid Meeting via Zoom      | September 12, 2023, 10:00 AM  |
| Opening Date for Proposals    | October 10, 2023, 2:00 PM CST |
| Evaluate and Rank Proposals   | October 10 – 17, 2023         |
| Region 16 ESC Board Approval  | October 27, 2023              |

Note: With the exception of the time and date to open Proposals, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

#### ➤ INQUIRIES

Any and all questions regarding this RFP must be submitted in writing via email to:

**Andrew Pickens** [andrew.pickens@esc16.net](mailto:andrew.pickens@esc16.net)  
**All questions will be answered and emailed to all offerors.**

#### ➤ TERM OF CONTRACT

The term of any resulting contract will begin upon execution of a contract by Region 16 ESC. The initial term will be for one (1) year. Region 16 ESC reserves the right to renew the contract for up to three (3) additional one (1) year terms. The maximum term of the contract is four (4) years. Either party may terminate the contract on the anniversary date, without cause, with thirty (30) days written notice and vendor’s fulfillment of all outstanding purchase orders received prior to the termination date.

➤ **ESTIMATED QUANTITY**

The attached Proposal Form may contain estimated annual purchase quantities based on best estimates from the TexBuy Members. However, Region 16 ESC does not guarantee any quantity to be ordered. No minimum order may be required by the vendor. Orders will be placed by the TexBuy Members on an as-needed basis.

➤ **TECHNICAL SPECIFICATIONS**

See attached document titled "Specifications".

➤ **PRE-PROPOSAL CONFERENCE**

September 12, 2023, at 10:00 AM via Zoom

<https://esc16.zoom.us/j/99913702308?pwd=cmxWQWxNRfV1VEc1MktqM1NEYWE1Zz09>

➤ **PROPOSAL SUBMITTAL**

Proposals shall be submitted in using the Proposal Form provided in this solicitation to ensure complete uniformity of wording of all proposals. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Proposal Form. Additional original content information may be attached to further explain the proposal as necessary. Submittal shall include one (1) original which shall be manually signed in ink by a person having the authority to bind the company to a contract, one (1) signed copy, and an electronic copy in PDF format stored on a CD or memory stick. Any proprietary or confidential information on the proposal document must be clearly marked as such and kept separate in the submittal and marked "Confidential" to separate it from the rest of the proposal. Release of confidential information through an open records request is subject to the Texas Attorney General Office's discretion.

Sealed proposals will be accepted at:

**Region 16 ESC / TexBuy  
5800 Bell Street  
Amarillo, Texas 79109**

until the RFP closing time and date. At that time the proposals will be publicly opened and read aloud. The proposal packages will be time/date stamped when received which shall be the official time of receipt for all packages received. Any proposal package received after the time and date specified or at any other location shall be considered void and not accepted. **Oral, telegraphic, telephonic, e-mailed, or facsimile responses will NOT be accepted.**

Proposals must be enclosed in a sealed and opaque package. The outside of the package shall be labeled as follows:

**Region 16 ESC / TexBuy  
Attn: Andrew Pickens  
RFP # 023-007 Texas School Safety Certification  
Instructor  
Bid Opening Time & Date – October 10, 2023, 2:00 PM**

Proposals must be submitted using this entire RFP document. Failure to submit all pages of this document may result in disqualification of the proposal. By submittal of its proposal, Offeror certifies, to the best of his/her knowledge, that all information provided is true and correct.

➤ **EVALUATION CRITERIA**

Pursuant to Section 44.031 of the Texas Education Code, Region 16 ESC will consider the following criteria in evaluating the proposals:

1. The purchase price; 50%
2. The reputation of the vendor and of the vendor's goods or services; 15%
3. The quality of the vendor's goods or services; 15%
4. The extent to which the goods or services meet its needs; 10%
5. The vendor's past relationship with Region 16 ESC; 5%
6. The impact on the ability of Region 16 ESC to comply with laws and rules relating to Historically Underutilized Businesses (HUB); 5%

➤ **SUBMISSION OF POST-PROPOSAL INFORMATION**

Upon request by the Region 16 ESC, each offeror shall, within the time frame requested, submit any additional information required by Region 16 ESC to evaluate a proposal.

➤ **CONTRACT AWARD**

By submitting a proposal in response to this solicitation, Offeror understands that it has submitted an offer to contract with Region 16 ESC and agrees to all of the Standard Terms and Conditions, contained herein.

All awards, if any, will be made by Region 16 ESC within ninety (90) days after opening the proposals. Notification of award will be sent to all successful offerors and posted on TexBuy's website.

Upon award, a Region 16 ESC representative will countersign the solicitation signature page thus formally completing the contract execution process. No other contract documents will be executed, between Offeror and Region 16 ESC, except as an amendment.

TexBuy Members may require Contractors to enter into separate agreements, in addition to these terms and conditions, to address the Member's specific contractual needs.

**SECTION II**  
**QUESTIONNAIRE & REQUIRED FORMS**

➤ **OFFEROR INFORMATION**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company's Dun & Bradstreet (D&B) number: \_\_\_\_\_

The Offeror Company is a (*please include a current W-9*):

- ☐ Sole Proprietorship, owned by: \_\_\_\_\_
- ☐ Corporation, organized and existing under the laws of the State of \_\_\_\_\_ whose officers are: \_\_\_\_\_, President; \_\_\_\_\_, Vice-President
- ☐ Partnership of: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

List the name of the person(s) who will be responsible for administration of any contract resulting from this solicitation:

\_\_\_\_\_

What are your net terms of payment? \_\_\_\_\_

Do you accept credit cards for payment? Yes \_\_\_\_ No \_\_\_\_

Do you accept Purchase Orders? Yes \_\_\_\_ No \_\_\_\_

What are your shipping and handling charges? \_\_\_\_\_

Provide detailed information regarding your Company's involvement in any litigation, bankruptcy, or reorganization in the past seven (7) years:

\_\_\_\_\_

Describe how a TexBuy Member will be able to verify that a price quote provided by your company is in compliance with TexBuy contract pricing:

\_\_\_\_\_

Does your company agree to report Quarterly sales through this contract for the purpose of calculating the TexBuy service fee via email (spreadsheet format preferred)? Yes \_\_\_\_ No \_\_\_\_

If not, please explain: \_\_\_\_\_

➤ **REFERENCES**

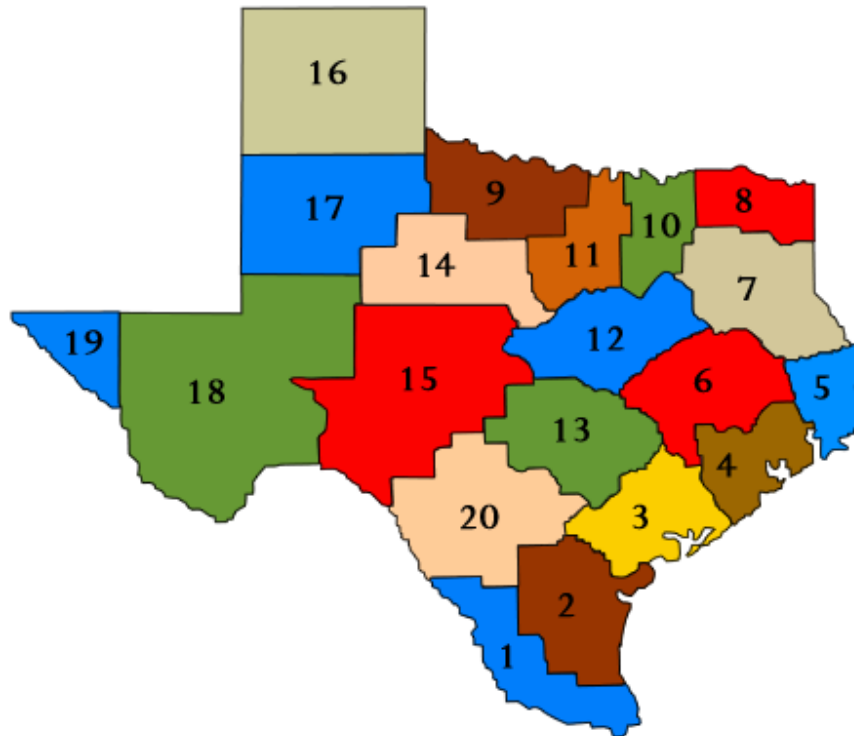
Provide the names of five (5) different governmental entity references that you currently do business with.  
Please do not include cooperatives.

1. Entity Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
2. Entity Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
3. Entity Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
4. Entity Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
5. Entity Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_



## REGIONAL MAP/CHECKLIST

Using the map and checklist below, indicate the Regions within the State of Texas in which your company can offer its goods and services. If your company is able to offer its goods and services state-wide, please indicate as such by checking "ALL Regions".



### PLEASE CHECK ALL THAT APPLY

|             |                     |       |             |                     |       |
|-------------|---------------------|-------|-------------|---------------------|-------|
| Region 1 -  | Edinburg Area       | _____ | Region 11 - | Fort Worth Area     | _____ |
| Region 2 -  | Corpus Christi Area | _____ | Region 12 - | Waco Area           | _____ |
| Region 3 -  | Victoria Area       | _____ | Region 13 - | Austin Area         | _____ |
| Region 4 -  | Houston Area        | _____ | Region 14 - | Abilene Area        | _____ |
| Region 5 -  | Beaumont Area       | _____ | Region 15 - | San Angelo Area     | _____ |
| Region 6 -  | Huntsville Area     | _____ | Region 16 - | Amarillo Area       | _____ |
| Region 7 -  | Kilgore Area        | _____ | Region 17 - | Lubbock Area        | _____ |
| Region 8 -  | Mount Pleasant Area | _____ | Region 18 - | Midland/Odessa Area | _____ |
| Region 9 -  | Wichita Falls Area  | _____ | Region 19 - | El Paso Area        | _____ |
| Region 10 - | Richardson Area     | _____ | Region 20 - | San Antonio Area    | _____ |

**OR**

**ALL Regions** \_\_\_\_\_

➤ **COOPERATIVE PROGRAM PARTICIPATION**

Please place a checkmark next to the cooperative purchasing program(s) that has awarded your company a current contract.

\_\_\_\_\_ TASB BuyBoard

\_\_\_\_\_ Texas Comptroller's Office T-PASS/TXMAS

\_\_\_\_\_ U.S. Communities Purchasing Alliance

\_\_\_\_\_ The Cooperative Purchasing Network (TCPN)

\_\_\_\_\_ Houston/Galveston Area Council (HGAC)

\_\_\_\_\_ Choice Partners

\_\_\_\_\_ TIPS

\_\_\_\_\_ Other(s) (please list) \_\_\_\_\_

\_\_\_\_\_ No previous cooperative contracts awarded.

**CONSENT TO RELEASE CONFIDENTIAL/PROPRIETARY/COPYRIGHT INFORMATION TO  
TEXBUY MEMBERS**

TexBuy Members seeking to make purchases using a TexBuy contract may wish to inspect or obtain copies of information included in the Proposals of awarded vendors. If your company has indicated that any of your proposal is proprietary, confidential, or subject to copyright, and you are awarded a contract, your submission of this proposal constitutes your consent to the disclosure of such information to TexBuy Members.

Note: Neither the TexBuy Purchasing Cooperative, Region 16 ESC, nor any of their employees, officers, directors, or agents its will be responsible for the use or distribution of such information by TexBuy Members or any other party.

*By signing below, I certify that I am authorized by my company to consent to the release of information described herein.*

By:  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name and Title

## **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code states:

“A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

“A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Please check one of the following:

- ☐ Offeror is a publicly held corporation. (This notice requirement does not apply to a publicly held corporation pursuant to 44.034(c)).
- ☐ Offeror is not owned or operated by anyone who has been convicted of a felony.
- ☐ Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of individual convicted of a felony: \_\_\_\_\_

General description of the conduct resulting in the conviction: \_\_\_\_\_  
\_\_\_\_\_

## **DEBARMENT**

Neither the offeror nor an owner or principal of offeror has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

☐ No, Offeror is not currently debarred, suspended, or otherwise ineligible.

☐ Yes, Offeror is currently debarred, suspended, or otherwise ineligible.

## **FORM 1295 - CERTIFICATE OF INTERESTED PARTIES**

Offeror shall comply with all rules and regulations related to submission of a Form 1295 “Certificate of Interested Parties,” to Region 16 ESC. Pursuant to Section 2252.908 of the Government Code, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Information regarding Form 1295 and the online filing process is available at <https://www.ethics.state.tx.us/filinginfor/1295/>.

**TEXAS RESIDENT INFORMATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. A governmental entity may not award a governmental contract to a non-resident bidder unless the non-resident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the non-resident’s principal place of business is located. Please answer as follows:

\_\_\_\_\_ Offeror is a resident.

\_\_\_\_\_ Offeror is a non-resident.

Offeror’s principal place of business is located in the State of: \_\_\_\_\_

Complete Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b)(8) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instrumental materials. Among the criteria for certain contracts is whether the vendor or the vendor’s ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither company nor the ultimate parent company or majority owner has its principal place of business in Texas, does Offeror, ultimate parent company, or majority owner employ at least 500 people in Texas?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**MWBE/HUB BUSINESS CERTIFICATION**

A proposer that has been certified as a Minority/Women Business Enterprise (also known as an “Historically Underutilized Business” or “HUB” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this solicitation. Offeror certifies that the company has been certified in the following categories: (Please check all that apply.)

\_\_\_\_\_ Minority Owned Business

\_\_\_\_\_ Women Owned Business

\_\_\_\_\_ My company has NOT been certified as HUB

Certificate Number \_\_\_\_\_

Name of Certifying Agency \_\_\_\_\_

Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

**DEVIATION & COMPLIANCE**

If Offeror intends to deviate from the Standard Terms and Conditions, Specifications, or other requirements associated with this RFP. Offeror must list or reference all such deviations on this form and provide complete and detailed information regarding the deviations below. Region 16 ESC may consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described below. Offeror asserts that it will fully comply with and agrees to the Standard Terms and Conditions, Specifications, and all other requirements associated with this RFP, if awarded a contract.

List and fully explain any deviations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**“EDGAR” VENDOR CERTIFICATION**  
(2 CFR Part 200 and Appendix II)

When a Cooperative Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which *may* be applicable to specific TexBuy Member purchases using federal funds. This completed form will be made available to TexBuy Members for their use while considering their purchasing options when using federal funds. Members may also require Vendors to enter into ancillary agreements, in addition to TexBuy's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, the Offeror should certify the Vendor's agreement and ability to comply, where applicable, by having the Authorized Company Official check and initial the applicable boxes and sign the acknowledgement at the end of the "EDGAR Vendor Certification" section. **If you fail to complete any portion of the following section, TexBuy will consider the Vendor's response as "NO", the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a TexBuy Member to purchase from the Vendor using federal funds.***

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**ITEM 1 - VENDOR VIOLATION OR BREACH OF CONTRACT TERMS: APPENDIX II TO 2 CFR PART 200**

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

Provisions regarding Vendor default are included in the TexBuy "Terms of Contract". Any Contract award will be subject to such TexBuy "Terms of Contract", as well as any additional terms and conditions in any Purchase Order or Cooperative Member ancillary contract agreed upon by Vendor and the Member, which must be consistent with and protect the Member at least to the same extent as the TexBuy "Terms of Contract".

The remedies under the Contract are in addition to any other remedies that may be available under law or inequity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

**Vendor Certification - Item 1**

☐ **YES, I agree to the above. (Initial: )**

☐ **NO, I do NOT agree to the above. (Initial )**

**ITEM 2 - TERMINATION FOR CAUSE OR CONVENIENCE:**

For any TexBuy Member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following terms and conditions shall apply:

The TexBuy Member may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this paragraph, the Member shall only be required to pay the vendor for goods or services delivered to the TexBuy Member prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the TexBuy Member has paid the Vendor for goods and services not yet provided as of the date of termination the vendor shall immediately refund such payment(s).

If an alternate provision for termination of a TexBuy Member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Member's purchase order or ancillary agreement agreed to by the Vendor, the TexBuy Member's provision shall control.

**Vendor Certification - Item 2**

\_\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_\_)

\_\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 3 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** Where applicable, for all Cooperative Member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Vendor Certification - Item 3**

\_\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_\_)

\_\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_\_)



**ITEM 4 - RIGHT TO INVENTIONS MADE UNDER A CONTRACT OF AGREEMENT:**

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

Vendor agrees to comply with the above requirements when applicable.

**Vendor Certification - Item 4**

\_\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_\_)

\_\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 5 - CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:**

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

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

**Vendor Certification - Item 5**

\_\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_\_)

\_\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 6 - DEBARMENT AND SUSPENSION:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately

notify TexBuy and all TexBuy Members with pending purchases or seeking to purchase from Vendor if the Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Vendor Certification - Item 6**

\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_)

\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_)

**ITEM 7 - BYRD ANTI-LOBBYING AMENDMENT:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Vendor Certification - Item 7**

\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_)

\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_)

**ITEM 8 - RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID WITH FEDERAL FUNDS:**

When federal funds are expended by TexBuy Members for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in CFR § 200.33. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.33 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Vendor Certification - Item 8**

\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_)

\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_)

**ITEM 9 - PROCUREMENT OF RECOVERED MATERIALS:**

For TexBuy Member purchases utilizing Federal funds, the Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a TexBuy Member may require to confirm estimates and otherwise comply. 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.

**Vendor Certification - Item 9**

\_\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_\_)

\_\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 10 - DOMESTIC PREFERENCES FOR PROCUREMENT:**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber and lumber.

Pursuant to Federal Rule 10 above, when federal funds are expended by a TexBuy Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Vendor Certification - Item 10**

\_\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_\_)

\_\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 11 - BAN ON FOREIGN TELECOMMUNICATIONS:**

Federal grant funds may not be used to purchase equipment services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and 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.)

Pursuant to Federal Rule 11 above, when federal funds are expended by a TexBuy Member, vendor certifies by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR § 200.216, equipment or services as a substantial or essential component of any stem, or as critical technology as part of any system.

**Vendor Certification - Item 11**

\_\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_\_)

\_\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 12 - PROFIT AS A SEPARATE ELEMENT OF PRICE:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a TexBuy Member may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323.

- (a) The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

When required by a TexBuy Member, the Vendor agrees to provide information and negotiate with the TexBuy Member regarding profit as a separate element of the price for the particular purchase. However, the Vendor agrees that the total price, including profit, charged by Vendor the TexBuy Member shall not exceed the awarded pricing, including any applicable discount, under the Vendor’s Contract with TexBuy Purchasing Cooperative.

### **Vendor Certification - Item 12**

☐ **YES, I agree to the above. (Initial:\_\_\_\_\_)**

☐ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

### **ITEM 13 - GENERAL COMPLIANCE AND COOPERATION WITH COOPERATIVE MEMBERS**

In addition to the foregoing specific requirements, the Vendor agrees, in accepting any Purchase Order from a TexBuy Member, it shall make a good faith effort to work with the TexBuy Member to provide such information and to satisfy such requirements as may apply to a particular TexBuy Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

### **Vendor Certification - Item 13**

☐ **YES, I agree to the above. (Initial:\_\_\_\_\_)**

☐ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

### **ITEM 14 - NON-COLLUSION STATEMENT**

The Vendor certifies under penalty of perjury that your response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

### **Vendor Certification - Item 14**

☐ **YES, I agree to the above. (Initial:\_\_\_\_\_)**

☐ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

### **ITEM 15 - DAVIS-BACON ACT**

*[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project.]*

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than

the prevailing wages determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal award agency.

#### **Vendor Certification - Item 15**

Pursuant to the Federal Rule above, when federal funds are expended by TexBuy Members, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

\_\_\_\_\_ **YES, I agree to the above. (Initial:\_\_\_\_\_)**

\_\_\_\_\_ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

#### **ITEM 16 - BUY AMERICA PROVISIONS**

The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically unless an authorized exception exists and has been approved by the District.

#### **Vendor Certification - Item 16**

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

\_\_\_\_\_ **YES, I agree to the above. (Initial:\_\_\_\_\_)**

\_\_\_\_\_ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

#### **ITEM 17 - EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C ) above, when federal funds are expended by TexBuy Members or any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Vendor Certification - Item 17**

Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

\_\_\_\_ **YES, I agree to the above. (Initial:\_\_\_\_)**

\_\_\_\_ **NO, I do NOT agree to the above. (Initial \_\_\_\_)**

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*Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.*

Company Name \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name and Title

**ANTITRUST CERTIFICATION STATEMENT – Texas Government Code Sec. 2155.005**

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

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

Company Name: \_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company Official's Title \_\_\_\_\_



**Chapter 2271 VERIFICATION**

Pursuant to Texas Government Code Chapter 2271, as amended, if any proposed contract is valued at \$100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to sole proprietorship.

STATEMENT: “I verify that the company named below, does not boycott Israel and will not boycott Israel during the term of the above referenced contract.”

*Definition: “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company Official’s Title \_\_\_\_\_

## CRIMINAL HISTORY AND BACKGROUND CHECKS: CONTRACTOR CERTIFICATION: EMPLOYEES (AS APPLICABLE)

Texas Education Code Chapter 22 requires entities (“Contractors”) that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to TexBuy/Region 16 ESC that they have complied and have provided all information needed by the school district to obtain the criminal history records and must obtain similar certifications from their subcontractors. Contractors with access to the DPS FACT Clearinghouse under the National Child protection ACT (NCPA) or state criminal history information for employees hired before January 1, 2008, must certify to TexBuy/Region 16 ESC that they have complied and must obtain similar certifications from their subcontractors. The law requires each Contractor to obtain (or the school district to obtain on the Contractor’s behalf) the criminal histories of its covered employees. For more information or to set up an account, a Contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474. For additional information regarding the process, see <https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors>.

### Definitions:

*Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. TexBuy and/or the TexBuy Member will be the final arbiter of what constitutes continuing duties and direct contact with students.*

*Disqualifying criminal history: (1) a conviction or other criminal history information designated by TexBuy; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).*

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On behalf of \_\_\_\_\_ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to Region 16 ESC that: (check one)

\_\_\_\_\_ None of Contractor’s employees are *covered employees*, as defined above. I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

\_\_\_\_\_ Some or all of Contractor’s employees are *covered employees*. If this checked, I further certify that:

1. None of the covered employees has a disqualifying criminal history.
2. Contractor has obtained all required criminal history record information regarding its covered employees or will provide all information that may be needed by Region 16 ESC

or a TexBuy Member in order for that entity to obtain all required criminal history record information.

3. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify TexBuy and the applicable TexBuy Member(s) in writing within 3 business days.

Contractor will provide TexBuy and/or the TexBuy member with the name and any other requested information of covered employees so that TexBuy and/or the TexBuy Member may obtain criminal history record information on the covered employees.

If TexBuy/Region 16 ESC or the TexBuy Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at TexBuy/Region 16 ESC/TexBuy Members.

I also certify to TexBuy/Region 16 ESC on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature of Authorized Company Official: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHAPTER 2274 (VERIFICATION)**  
**DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to TexBuy/Region 16 ESC that the Company:

1. Does not Discriminate Against the Firearm and Ammunition Industries, and:
2. Will not Discriminate Against the Firearm and Ammunition Industries during the term of the contract (if any) between the above-named Company, business or individual with TexBuy/Region 16 Education Service Center.

This statement will also be included in any contract that may results from this procurement.

*Pursuant to Texas Government Code Sections 2274.001:*

1. *“Discriminate against a firearm entity or firearm trade association” means, with respect to the entity or association, to:*
  - a. Refuse to engage in the trade of any goods or services.*
  - b. Refrain from continuing an existing business relationship.*
  - c. Terminate an existing business relationship, or*
  - d. Otherwise express a prejudice against the entity or association.*
2. *Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and*
3. *Will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.*
4. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

**THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS TEXBUY/REGION 16 ESC, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON TEXBUY/REGION 16 ESC’S RELIANCE ON THIS VERIFICATION.**

**CHAPTER 2274 (VERIFICATION)**  
**DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Exempt due to (select applicable condition):    ☐    Sole Proprietorship    ☐    10 or fewer employees

Signature of Company Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with Region 16 ESC

|                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------|
| Chapter 2274 (VERIFICATION) DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES<br>REVISED SEPTEMBER 2021 |
|-----------------------------------------------------------------------------------------------------------------------|

**CHAPTER 809 (VERIFICATION)**  
**DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES**

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by Adding Chapter 2274 (TX SB 13)/2021-2022/87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to TexBuy/Region 16 ESC that the Company:

1. Does not boycott energy companies, and:
2. Will not boycott energy companies during the term of the contract (if any) between the above-named Company, business or individual with TexBuy/Region 16 Education Service Center.

This statement will also be included in any contract that may results from this procurement.

Pursuant to Texas Government Code Section 1.A.8.809 and Section 2.F.10.2274:

1. *“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:*
  - a. *Invests in or assists in the exploration, production, utilization, transportation, sale, or Manufacturing of fossil fuel-based energy; or*
  - b. *Does business with a company described in Paragraph (a).*
2. *“Listed company” means a company listed by the comptroller under Section 809.051.*
3. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS TEXBUY/REGION 16 ESC, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON TEXBUY/REGION 16 ESC’S RELIANCE ON THIS VERIFICATION.

Exempt due to (select applicable condition):    ☐ Sole Proprietorship    ☐ 10 or fewer employees

Signature of Company Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CHAPTER 809 (VERIFICATION)**  
**DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with Region 16 ESC

|                                                                                                |
|------------------------------------------------------------------------------------------------|
| Chapter 809 (VERIFICATION) DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES<br>REVISED SEPTEMBER 2021 |
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## SB 252 CERTIFICATION

The 2017 Texas Legislature enacted Senate Bill 252 (codified in chapter 2252 of the Texas Government Code) relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization.

### *Definitions:*

*“Foreign Terrorist Organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.*

*“Governmental Contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or public works project or for purchase of supplies, materials or equipment. This term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code.*

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STATEMENT: I hereby certify that \_\_\_\_\_ (Company/business name) is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify TexBuy Purchasing Cooperative.

Company Name: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

➤ **PROPOSED PRODUCTS AND SERVICES**

On a separate page(s), provide a detailed summary of your proposed products and services as specified in the Specifications section of this RFP.

➤ **COST**

On the attached Pricing Sheet, provide a detailed summary of the proposed pricing for the items specified.

## **SPECIFICATIONS**

Please prepare your proposal based on the following information:

### **➤ PROPOSED PRODUCTS AND SERVICES**

Region 16 ESC is accepting proposals for Texas School Safety Certification Instructors and related training.

The products and services shall include but not be limited to the following areas:

- 1) Texas School Safety Training (TX Govt Code 411.1901)
- 2) Texas School Marshal Plan  
(TX Education Code 37.0811)
- 3) Stress Inoculation Training
- 4) Evaluation using Full-Scale SIM Training
- 5) Describe Additional Training Provided

### **Technical Specification**

- [Government Code 411.1901](#) specifies who can teach and what the class entails at a minimum. A certified DPS School Safety Certification Instructor is the only one who can teach it. It must be the Texas DPS School Safety Certification Course outlined in the code.
- Currently certified by the DPS as a qualified handgun instructor
- No suspensions, revocations, or other disciplinary actions
- Has taught at least four license to carry handgun courses within the last 12 months prior to their application.
- Has completed the DPS class for School Safety Certification Instructor which includes classroom training, firearm proficiency, and written examination.
- Classroom instruction for the desired course must have a teacher-to-student ratio of 6:1 and may not have more than 12 students per course.
- Include copies of ALL required certifications and training needed to provide the School Safety Certification Training
- Confidentiality surrounding the training and personnel trained in the School Safety Training is critical. Gov't Code 551.089, the Texas Public Information Act protects the confidentiality of school district records made confidential by law, including new protections in HB3.

Region 16 ESC desires to contract with one vendor for all items listed above. However, Region 16 ESC reserves the right to award contracts by section if determined to be in the best interest of its TexBuy Members.

- 1) Exceptions:  
List any exceptions to this RFP in detail.

➤ **QUALIFICATIONS AND EXPERIENCE**

Describe your firm's qualifications and experience providing the proposed products or services. Provide a list of the last five contracts your company has entered into providing similar size and scope projects for other government entities.

➤ **REFERENCES**

Section II, Questionnaire references to whom you have provided or are currently providing the proposed products or services, please provide:

- 1) Name of Agency
- 2) Contact person with Phone number and email address.

➤ **PRICE LIST**

Services that are not based on a discount from catalog price list shall be offered with a detailed rate chart. Please describe in detail a fee schedule for all services proposed shown in a format that allows for clear calculation of total cost.

## **PRICING SHEET**

| Item # | Description                                                                          | Total Per Student | Total per Full 6 Student Class | Exceptions | Comments |
|--------|--------------------------------------------------------------------------------------|-------------------|--------------------------------|------------|----------|
| 1      | Texas School Safety Certification Training<br>16-hour course                         |                   |                                |            |          |
| 2      | School Marshal Plan Training<br>80-hour course                                       |                   |                                |            |          |
| 3      | Additional Stress Inoculation Training                                               |                   |                                |            |          |
| 4      | Evaluation using Full-Scale SIM Training                                             |                   |                                |            |          |
| 5      | Describe Additional Training Provided                                                |                   |                                |            |          |
| 6      | Describe Additional Training Provided                                                |                   |                                |            |          |
| 7      |                                                                                      |                   |                                |            |          |
| 8      | Include copies of ALL certifications and trainings needed to be considered for award |                   |                                |            |          |
| 9      |                                                                                      |                   |                                |            |          |
| 10     |                                                                                      |                   |                                |            |          |
| 11     |                                                                                      |                   |                                |            |          |
| 12     |                                                                                      |                   |                                |            |          |
| 13     | Other Services Offered<br>(Explain in detail. Add another sheet if needed)           |                   |                                |            |          |

\*Use Additional sheets of paper to detail any additional details of your proposed pricing structure.



**STANDARD TERMS AND CONDITIONS**  
**REQUEST FOR PROPOSAL**

➤ **GENERAL INSTRUCTIONS**

❖ **Definitions**

- “Offeror” refers to submitter.
- “Contractor” refers to successful Offeror awarded a contract.
- “TexBuy” refers to Region 16 ESC’s and its TexBuy Purchasing Cooperative.
- “Submittal” or “proposal” refers to those documents required to be submitted to TexBuy by an Offeror.

❖ **Contact Information**

TexBuy is always conscious and extremely appreciative of your time and effort in preparing your proposal. Any questions regarding this solicitation should be directed to:

Andrew Pickens  
Director of Purchasing  
TexBuy Purchasing Cooperative  
5800 Bell Street  
Amarillo, TX 79109  
(806) 677-5040  
[andrew.pickens@esc16.net](mailto:andrew.pickens@esc16.net)

TexBuy makes no guarantee of its ability to respond to questions received less than forty-eight (48) hours prior to the opening.

❖ **Addenda**

Any interpretations, corrections and/or changes to this Request for Proposal or extensions to the opening/receipt date will be made by addenda issued by TexBuy. An addendum will be published and distributed via TexBuy’s website. However, it shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda. Submittals shall acknowledge receipt of all addenda.

❖ **Proposal Preparation**

Unless otherwise indicated in this solicitation, an “all or nothing” proposal is not acceptable and will be rejected. Offeror must be willing to negotiate an award for any portion or combination of proposal items.

The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

❖ **Delivery of Proposals**

When using a delivery service that provides its own shipping package, such as UPS or FedEx, the RFP number, name, and opening date must be included on the outside of the shipping package as well. Unlabeled proposals may not be properly directed and not reach the proper location before the RFP opening date and time. TexBuy is not responsible for misdirected packages.

❖ **Validity and Acceptance**

The proposal shall be subject to acceptance for a period of ninety (90) days unless an extension is requested by TexBuy and approved by the Offeror. TexBuy reserves the right to reject any or all proposals or parts of proposals. Submittals cannot be altered or amended after submission deadline unless proposal has been selected for negotiation with TexBuy.

❖ **Evaluation and Award**

TexBuy may make such investigations as it deems necessary to determine the ability of the Offeror to provide satisfactory performance in accordance with proposal requirements, and the Offeror shall furnish to TexBuy all such information and data for this purpose at TexBuy's request.

Minimum standard for responsible prospective Offerors are as follows:

- Have adequate financial resources, or the ability to obtain such resources;
- Be able to comply with the required or proposed schedules and project requirements;
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet);
- Have a satisfactory record of integrity and ethics;
- Competitive pricing;
- Completeness and thoroughness of proposal submittal.

TexBuy reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. TexBuy may accept or reject a proposal in its entirety, or may reject any part of, without affecting the remainder of the proposal.

In determining to whom to award a contract, TexBuy shall proceed as follows:

- TexBuy shall receive, publicly open, and read aloud the names of the Offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, TexBuy shall evaluate and rank each proposal submitted in relation to the published selection criteria.
- TexBuy shall select the proposal that offers the best value for TexBuy membership based on the published selection criteria and on its ranking evaluation.
- In determining the best value for its Members, TexBuy is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

❖ **Professional Services**

This solicitation does not include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code.

❖ **Exclusivity**

Any contract resulting from this solicitation is non-exclusive. TexBuy Members reserve the right to obtain like goods and services from other vendors.



## ➤ **TERMS OF CONTRACT**

### ❖ **Assignment**

The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TexBuy. Any attempted sale, assignment, transfer, or conveyance of any part of the contract except in compliance with this section is void and ineffective.

### ❖ **Binding Agreement**

This proposal, when properly accepted by TexBuy, shall constitute a contract equally binding between the successful Offeror and TexBuy. No different or additional terms shall become a part of this contract with the exception of a Change Order issued by TexBuy or an amendment agreed to by the parties.

### ❖ **Supplemental Agreements**

An awarded TexBuy Contractor and TexBuy Member may enter into a separate supplemental agreement for the purpose of quantifying specific goods and services for a particular project beyond those specified in this solicitation. Such supplemental agreement shall be exclusively between the Member and the Contractor. TexBuy, its agents, Members and employees shall not be made party to any claim for breach of said agreement.

### ❖ **Termination**

The contract shall remain in effect until contract expires or is terminated by either party with a thirty (30) day written notice prior to any cancellation, except for breach of contract. Notice of termination shall be transmitted via certified mail to the other party's designated representative. Notification must state reason for cancellation. TexBuy reserves the right to award cancelled contract to the next responsible low Offeror or to purchase the service elsewhere as it deems most advantageous to TexBuy.

TexBuy may terminate a contract, in whole or in part, whenever TexBuy determines that such termination is in the best interest of TexBuy, without showing cause, upon giving written notice to the Contractor. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

### ❖ **Enforcement**

TexBuy reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of TexBuy in the event of breach or default of this contract. TexBuy reserves the right to terminate the contract immediately in the event the Contractor fails to meet schedules or otherwise perform in accordance with these specifications.

### ❖ **Defective Products**

The ordering TexBuy Member shall have the authority to disapprove or reject defective products. If required by the ordering TexBuy Member, Contractor shall promptly, as directed, correct all defective products and shall bear all direct, indirect and consequential costs of such correction.

❖ **Audit**

TexBuy reserves the right to audit the records and performance of Contractor during the term of the contract and for three years thereafter.

❖ **Governing Law and Severability**

This contract shall be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

❖ **Freight**

Freight will be F.O.B. Destination/Inside Delivery/Freight Prepaid and Added. Contractor shall be responsible for all claims against the carrier for all freight and/or drayage damage. The ordering TexBuy Member assumes no liability for goods delivered in damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by ordering TexBuy Member of damage. Shipments shall be made to the specific locations described in the ordering TexBuy Member's purchase order. If the Contractor is required to deliver to a specified room, the Contractor shall remove all packing and debris which results from set-up and installation.

❖ **Orders**

Contractor shall provide the ordering contact information if different from that shown on the submittal. A purchase order(s) shall be generated by the ordering TexBuy Member and issued directly to the Contractor with authority to obligate TexBuy Member's funds. **Contractors supplying goods or services without having first received a valid purchase order do so at their own risk.**

The ordering TexBuy Member shall be invoiced directly by the Contractor. All invoices for a TexBuy contract that was offered as a percentage discount from list MUST state the TexBuy contract number, list unit price, applicable contract discount, and net unit price for each item ordered from the TexBuy contract. Invoices that do not state the above required information will be returned unpaid for correction.

❖ **Payment**

Payment will be made in accordance with Texas Government Code, Subchapter B, Payments and Interest, Chapter 2251.021 (b). Terms are to be 30 days net although Contractor may in addition offer early payment discounts for use at the ordering Member's discretion.

TexBuy Members are by statute tax-exempt public institutions. Therefore, the proposal price shall not include sales taxes, nor shall sales taxes be calculated on the invoices.

❖ **Indemnification**

CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS REGION 16 ESC,TEXBUY, AND TEXBUY MEMBERS, AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES WHO ARE PARTICIPATING IN THIS CONTRACT FROM ALL SUITS, CLAIMS, ACTIONS, DAMAGES, DEMANDS OR OTHER DEMANDS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE CONTRACTOR, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM AWARD. CONTRACTOR SHALL PAY ANY JUDGMENT WITH COST WHICH MAY BE OBTAINED AGAINST TEXBUY AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.

❖ **Laws and Regulations**

All equipment and services furnished under this contract shall comply with applicable federal, state, and local laws, ordinances and regulations. The Contractor shall give all notices and obtain all necessary permits. Without obtaining permits or giving such notice to the authorized ordering TexBuy Member representative, the Contractor shall bear all costs arising from such failure to give notice.

❖ **Escalation Clause**

Pricing shall remain consistent during the initial term of the contract for listed items. For percent discount contracts, the percentage discounts shall remain consistent through the entire term of the contract. For unit price contracts, TexBuy may consider a unit price redetermination no earlier than ninety (90) days after award, thereafter once during each term of the contract, and at the anniversary date of the contract. All requests for price redetermination shall be in writing to TexBuy's Director of Purchasing and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Offeror's past performance of honoring contracts at the offered price will be an important consideration in the evaluation of proposals. TexBuy reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of TexBuy. All other terms and conditions remain the same for the duration of the contract. Price escalations are only accepted upon issue of an executed contract Change Order by TexBuy.

If during the life of the contract, the Contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that TexBuy and TexBuy Members shall receive such price reduction.

❖ **Discontinuance & Obsolescence**

Models proposed may be subject to change due to discontinuance/obsolescence without notice. Contractor shall immediately notify TexBuy in writing when products are discontinued. Failure to make such notification shall result in the Contractor providing the upgraded or comparable model at contracted price as approved by TexBuy.

❖ **Catalog Price List**

Contractors shall provide evidence of manufacturer's list price (i.e. a current catalog, line sheet, etc.) in electronic format to TexBuy at the beginning of contract and as new lists become available. Contract price lists will be made available by TexBuy to all its Members upon contract execution. Should Contractor fail to provide an updated price list prior to receiving a purchase order from TexBuy, the Contractor shall be required to provide the item at the price listed in the previous price list submitted to TexBuy.

❖ **Service Fees**

Awarded Contractor agrees to pay TexBuy the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to Region 16 ESC in Amarillo, Texas, promptly upon completion of the quarterly service fee report.

The service fees are as follows:

- For all items, the service fee due to Region 16 ESC will be two percent (2%) of the gross sales amount invoiced to the Member from the TexBuy contract.

The Contractor will submit a quarterly sales report to TexBuy's Director of Purchasing, via email, to document the sales made to all Members through the TexBuy awarded contract.

❖ **Contract**

Any award from this solicitation does not become a contract unless and until the proposal is accepted by Region 16 ESC and executed by its authorized representative. Notice to the successful Offeror will be made through the issuance of a written notice of award and final execution of the contract by Region 16 ESC, whereupon the Contract becomes binding and enforceable. Contracts for awarded proposals will not be executed until the awarded Offeror submits all requested contract price sheets or catalogs to TexBuy for distribution to its Members. Contractor may submit subsequent changes to the catalog price sheets when they become available. Catalog price increases are not valid until submitted to TexBuy. The Contract is then utilized by a TexBuy Member by the Member issuing a signed purchase order for the awarded products or services. Contractor must honor all purchase orders issued by TexBuy Members during the Contract term in accordance with these Terms and Conditions.

❖ **Force Majeure**

Force Majeure means a delay encountered by a party in the performance of its obligations under this agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, pandemics, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

❖ **Award Protest**

Region 16 ESC/TeXBuy's decision on awards is final. Any protest of a solicitation or its award must be received within seven (7) days after notice of the award is posted on TexBuy's website.

❖ **Bonds**

A TexBuy Member may require a performance bond or a payment bond from a Contractor as applicable to the contract and as may be required by law. The cost of such bond shall be in addition to the awarded contract price.

❖ **Insurance**

A TexBuy Member may require a Contractor to carry and provide proof of liability insurance and workers compensation coverage when applicable.

❖ **Background Checks**

TexBuy members may require background checks on Contractor's employees who will have direct contact with students or staff, or for other reasons, and may require Contractor to pay the cost of obtaining criminal history record information.

❖ **Intellectual Property**

IF ANY CLAIM IS OR ACTION OR PROCEEDING IS BROUGHT AGAINST TEXBUY OR A TEXBUY MEMBER THAT ALLEGES THAT ANY PART OF THE PRODUCTS SUPPLIED BY THE CONTRACTOR INFRINGES OR MISAPPROPRIATES ANY UNITED STATES INTELLECTUAL PROPERTY, INTANGIBLE ASSET, OR OTHER PROPRIETARY RIGHT, TITLE OR INTEREST INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT OR PATENT OR

ANY TRADE SECRET RIGHT, TITLE, OR INTEREST, OR VIOLATES ANY OTHER CONTRACT, LICENSE, GRANT, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY THE CONTRACTOR SHALL DEFEND, AND HOLD THE HARMLESS REGION 16 ESC, TEXBUY AND THE TEXBUY MEMBER AGAINST ANY SUCH CLAIM OR ACTION AND SHALL INDEMNIFY TEXBUY AND TEXBUY MEMBER AGAINST ANY LIABILITY, DAMAGES AND COSTS RESULTING FROM THE CLAIM.

❖ **Default and Termination of Contract**

Either party may terminate the contract in whole or in part in the event of the other party's failure to perform its obligations under the contract through no fault of the terminating party. The defaulting party shall be given at least thirty (30) days prior written notice of the default and intent to terminate. Default includes the contractor's failure to timely remit the service fee due to TexBuy.

TexBuy may terminate a contract, in whole or in part, whenever TexBuy determines that such termination is in the best interest of TexBuy, without showing cause, upon giving written notice to the Contractor. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination. If TexBuy terminates a contract, in whole or in part, TexBuy reserves the right to award the terminated contract to another Offeror that TexBuy determines to provide best value to its Members.

Neither TexBuy nor a Member will be liable to the Contractor for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages.

If failure or delay of performance is caused by a Force Majeure event, TexBuy may terminate the contract in whole or part.

In the event a Contractor's contract is terminated, Contractor shall remain responsible for payment of all service fees to Region 16 ESC for products and services sold to TexBuy Members prior to such termination.

TexBuy Members may not terminate a contract for TexBuy as a whole. However, each Member may terminate a supplemental agreement, cancel a purchase order or refuse to accept delivery for a Contractor's breach of the terms or conditions included in this contract, in a TexBuy Member's purchase order or supplemental agreement.

❖ **Venue**

This contract is governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas. Venue for any litigation concerning TexBuy shall be in Amarillo, Randall County, Texas, and venue for any litigation between a TexBuy Member and Contractor arising under this contract shall be in the county of the administration office of the Member.

❖ **Fiscal Funding**

State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A TexBuy Member reserves the right to rescind or terminate a purchase order or other agreement to purchase goods or services under the contract at the end of the Member's fiscal year if it is determined that funding is not available to extend the agreement.

Any contract resulting from an award shall be a commitment of current revenue only and shall allow the Member the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the Member's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.

❖ **Debarment**

Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by TexBuy.

## ❖ Miscellaneous

Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any resulting agreement.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars (\$1,000,000.00) or more, the Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Contractor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

By signing the proposal, the Contractor certifies that the Contractor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.

Contractor verifies by its signature that it is not an abortion provider or an affiliate of abortion providers.

Agricultural products, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code 44.042.

Recycled Materials: a participating governmental entity shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 Texas Administrative Code 328.203

**TEXAS SCHOOL SAFETY CERTIFICATION INSTRUCTOR**  
**TEXBUY RFP #023-007**

**CHECKLIST**

(Include with submission)

\_\_\_\_\_ 1 Original, 1 Copy, and 1 Electronic Copy of your Proposal  
\_\_\_\_\_ Questionnaire & Required Forms  
\_\_\_\_\_ References  
\_\_\_\_\_ Regional Map/Checklist  
\_\_\_\_\_ Cooperative Program Participation  
\_\_\_\_\_ Consent to Release Confidential/Proprietary/Copyright Information to TexBuy Members  
\_\_\_\_\_ Felony Conviction Disclosure, Debarment, Form 1295 Certificate of Interested Parties  
\_\_\_\_\_ Texas Resident Information and Vendor Employment Certification  
\_\_\_\_\_ MWBE/HUB Certification and Deviation and Compliance  
\_\_\_\_\_ "EDGAR" Vendor Certification  
\_\_\_\_\_ Antitrust Certification Statement  
\_\_\_\_\_ Chapter 2271 Verification  
\_\_\_\_\_ Criminal History and Background Checks: Contractor Certification: Employees  
\_\_\_\_\_ Chapter 2274 Verification  
\_\_\_\_\_ Chapter 809 Verification  
\_\_\_\_\_ SB 252 Certification  
\_\_\_\_\_ Conflict of Interest Questionnaire (Form CIQ)  
\_\_\_\_\_ Proposed Products and Services, Cost, Market Basket  
\_\_\_\_\_ Qualifications, Certifications, Training, and Experience, References, Price List  
\_\_\_\_\_ Checklist  
\_\_\_\_\_ Acceptance of Proposal and Contract Page

If you have received an addendum to this RFP, please acknowledge receipt by initialing the number of the addendum below. Please call Andrew Pickens at (806) 677-5040 to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

Addendum #1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_



**TEXAS SCHOOL SAFETY CERTIFICATION INSTRUCTOR**  
**TEXBUY RFP #023-007**

**ACCEPTANCE OF PROPOSAL AND CONTRACT PAGE**

**SUBMITTER:** Having carefully examined the Proposal Notice, Standard Terms and Conditions, and Specifications, the undersigned Authorized Submitter hereby proposes and agrees to furnish goods/services in strict compliance with the terms, conditions, and specifications set forth in this document. The Submitter affirms that, to the best of his knowledge, the RFP has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other submitters in the award of this proposal.

It is understood that Region 16 ESC reserves the right to accept or reject any or all proposals and waive all irregularities. It is further agreed that this RFP shall be completed within the time frame set forth and at no additional cost to Region 16 ESC for unexpected or unforeseen circumstances.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Name \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature (ink) \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

**REGION 16 ESC/TEXBUY:** If you are awarded a contract by Region 16 ESC Board of Directors, the portion below will be signed by a representative of Region 16 ESC, forming a binding contract between Region 16 ESC and the Company named above. Once signed below, the Company named above is now bound to provide the products and services identified in this RFP and Proposal. By signing below, Company's Proposal has been approved by the Region 16 Education Service Center Board of Directors, including all terms, conditions, specifications, exceptions, and any amendments. The intent of this contract is to constitute the final and complete agreement between Region 16 ESC/TexBuy Purchasing Cooperative and the Company. No change or modification of this contract shall be valid unless in writing and signed by both parties. **The term of this agreement shall commence on November 1, 2023, and continue until October 31, 2024 unless terminated, canceled, or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods ending on October 31, 2025, October 31, 2026, and October 31, 2027.**

Region 16 ESC/

TexBuy Representative Derek Criswell Title Chief Financial Officer

Signature \_\_\_\_\_ Date \_\_\_\_\_