

Education Service Center Region 12
2025-2026 Shared Services Arrangement Agreement
Title III, Part A Bilingual/ESL Education Program

This serves as an agreement between Education Service Center Region 12 (ESC Region 12) and **TEXAS JUVENILE JUSTICE DEPARTMENT** (The LEA) regarding the formation of a Federal Programs Cooperative (FPC) for the federal program above. This FPC begins July 1, 2025 or the date of submission of the LEA 2025-2026 ESSA Applicant Designation and Certification form and ends September 30, 2026. The LEA agrees that funds associated with federal program above shall flow directly to ESC Region 12 as the fiscal agent. The LEA agrees to maintain membership throughout the period of this agreement.

Program Assurance:

- Region 12, as the Fiscal Agent for the SSA, is responsible for ensuring that funds are used in accordance with Title III, Part A fiscal, program provisions, assurances, and the requirements of the Texas Education Agency (TEA) Financial Accountability System Resource Guide.

Provisions, Assurances, and Certifications:

- Both Region 12 and the Member District are responsible for operating in accordance with the Provision, Assurances, and Certifications stated in the TEA Standard Application System (SAS) Every Student Succeeds Act (ESSA) grant application.

Ownership of Assets:

- All assets, including liquid and fixed assets, will be owned by the purchasing entity. Purchases made by Region 12 with its fiscal allocation within this SSA will be owned by Region 12.
- If the SSA is terminated and liquid assets, consisting of either current year, carry over, or reallocated Title III, Part A grant funds remain, they will be retained by the fiscal agent.

Liabilities:

- Should liabilities be incurred due to complaints, grievances, or litigation, Region 12 and the Member District will share the costs as follows:
 - If the liability is a result of Region 12 action, then Region 12 is responsible for the liability.
 - If the liability is a result of the Member Districts action, then the Member District is responsible for the liability.
- Refund liabilities that result for on-site monitoring or audits will be shared as follows:
 - If the refund liability is a result of Region 12 action, then Region 12 is responsible for the liability. In this case, Region 12 will return the liability to TEA
 - If the refund liability is the result of Member District action, the Member District is responsible for the liability. In this case, the refund the Member District will return the liability to Region 12. Region 12 will return the liability to TEA on behalf of the Member District
- Uncontrollable costs due to actions taken against this SSA will be assessed on a prorated basis between Region 12 and the Member District on the same basis as the Member District grant allocations that funded the SSA at the beginning of the Contract Term.

Use of Funds:

- Region 12 will use its Fiscal Agent Allocation to provide Title III, Part A professional development, technical assistance, fiscal assistance, and, as appropriate, products at either reduced or no cost to the Member District of this SSA.
- All expenditures must occur after the beginning date and before the ending date of this Contract Term. All services must be rendered between the beginning and ending dates of the grant. All

travel must occur by the ending date of the grant. All materials and equipment must be delivered before the ending date of the grant and must be ordered and delivered in time to substantially benefit the current grant period and in no case after the ending date of the grant. In most instances, goods or services delivered near the end of the grant period are viewed by TEA as not necessary to accomplish the objectives of the current grant program and TEA or an auditor may disallow the expenditures.

- Expenditures of grant allocations are restricted to the provision of services in accordance with the guidelines under which this agreement is made.

Payment:

- Region 12 will pay the Member District approved cost expenditures on a timely basis upon receipt of the appropriate reimbursement form and an expenditure report.

Records:

- Financial records must be maintained by the Member District for seven years from the end of this Contract Term and are subject to an audit by Region 12 and by TEA

Private Nonprofit Schools:

- Member District is responsible for consulting with the private nonprofit schools within its geographic service area. Documentation regarding the Member Districts consultation with private nonprofit schools must be maintained at the Member District.

ESC Region 12 Responsibilities:

- Provide Bilingual/ESL Director meetings
- Prepare ESSA application and compliance report for Title III, Part A Program SSA
- Prepare district Amendment, if applicable
- Maintain financial accounting records for the Title III, Part A Bilingual/ESL Funds
- Assistance in meeting state and federal requirements, including guidance for planning parental engagement activities
- Provide updates and information on relevant topics and state initiatives
- Maintain records as required by state and federal guidelines
- Training on Bilingual/ESL topics including LPAC, ESL strategies, assessment of EL students, and CBLI-Content Based Language Instruction/(Sheltered Instruction)
- Participation in CBLI-Content Based Language Instruction/(Sheltered Instruction) training to support teachers of EL students
- Provide language acquisition support digital licenses of the district's Title III allocation
- Provide reimbursement for up to 5 teachers from the district to attend the State Title III Symposium (reimbursement of registration fee and lodging up to state rate)
- Provide training and test preparation for educators to attain ESL and bilingual certifications
- Expert assistance in Bilingual/ESL compliance issues and program support
- Conduct needs assessment of Title III, Part A

District Responsibilities:

- Assist in the preparation of the ESSA Application and Compliance Report;
- Maintain records as required by state, federal and local board policies;
- Participate in staff development offered by Region 12 ESL/Bilingual Specialists;
- Assist in the needs assessment and program evaluation of the Title III, Part A program by providing any program, student, or financial data necessary

Shandra Carter
Shandra Carter (Aug 11, 2025 10:56:22 CDT)

TEXAS JUVENILE JUSTICE DEPARTMENT
Superintendent Signature

Aug 11, 2025

Date

Carie Downes
Carie Downes (Aug 11, 2025 10:57:15 CDT)

Education Service Center Region 12

Aug 11, 2025

Date

EXHIBIT A
EXECUTION OF OFFER

By signature hereon, Contractor certifies that:

All statements and information prepared and submitted are current, complete and accurate.

Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Prior Disaster Relief Contract Violation. Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor certifies that the individual or business entity named in this bid [Response] or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Therefore, undersigned **Contractor** certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006

Under Section 231.006 of the Texas Family Code, Service Provider must certify that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Therefore, to assess compliance with Texas Family Code Section 231.006: SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For a business entity to which the above does not apply, indicate with "NONE" below.

Name:	Social Security Number:	Percent Ownership:
NONE		

Under Texas Government Code Section 669.003, relating to contracting with an executive head of a state agency, **Contractor** represents that (1) no person currently serves, (2) a person at any time during the four years before the date of the contract or (3) a person who employs a current or former executive head of TJJJ has served as an executive head of the Texas Comptroller of Public Accounts, TJJJ, or any other state agency involved with or that has any interest in this proposal or any contract resulting from this solicitation. If **Contractor** employs or has used the services of a former executive head of TJJJ or other

state agency, then **Contractor** shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with **Contractor**, and date of employment with **Contractor**.

Pursuant to Section 2271.002 of the Texas Government Code, **Contractor** certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. **Contractor** shall state any facts that make it exempt from the boycott certification in its Response. **Contractor** also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJJ from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code.

Contractor certifies that **Contractor**, and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4.

Advertising Of Award: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

Immigration: **Contractor** represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.Â§ 1101 et seq.) and all subsequent immigration laws and amendments.

No Collusion: Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities which Offeror engaged to assist it with respect to such response or submission.

Contractor represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the **Contractor** and to bind the **Contractor** under any contract resulting from this Offer.

Contractor certifies that it has not been an employee of TJJJ within the last twelve (12) months.

By their signature below, **Contractor** acknowledges that it has read and understands the foregoing and certifies to same.

Contractor (COMPANY): ESC Region 12
SIGNATURE (INK): Dana Baer
NAME (TYPED/PRINTED) Dana Baer
TITLE: Director, Business Office DATE: 8/5/2025
EMAIL ADDRESS: dbaer@esc12.net
STREET: 2101 West Loop 340

CITY/STATE/ZIP: WACO, TX 76712

TELEPHONE AND FACSIMILE NO.: 254-297-1281

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 74-1586927

EXHIBIT B FEDERAL TERMS AND CONDITIONS

I. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Regulations (CFR), available at <https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II/part-200>, is incorporated herein by reference for all purposes. By accepting the funds under this agreement, Grantee agrees to comply with all requirements of these regulations.

II. Equal Employment Opportunity

During the performance of this contract, ESC Region 12 (hereinafter "Contractor") agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. Availability of Funds

The disbursement of funds to Contractor pursuant to this IAC is at all times contingent on the Texas Department of Family and Protective Services (DFPS) receipt of the Title IV-E federal financial participation ("FFP") funds allocated to this IAC. If such funds become unavailable during any budget period, DFPS shall have the right to terminate this IAC, to defer payment to future budget periods or to reduce the amount of funds available hereunder.

IV. Payment of Claims

DFPS will make reasonable efforts to pass through Title IV-E FFP funds within thirty days following the latter of: (i) receipt from Contractor of allowable and accurate claims and (ii) receipt from United States Department of Health and Human Services (USDHHS) of Title IV-E funds sufficient to pay such claims.

V. Repayment of Funds

(1) Federally Required Repayments or Penalties. Contractor shall be responsible for federal disallowances or penalties resulting from any disallowance or costs for cases that are claimed through or related to this IAC that DFPS must: (1) repay any Title IV-E funds, or (2) make any related penalty or other payments. In the event that DFPS is required to make such payment(s), Contractor shall repay the costs associated with all cases that are claimed through this contract and any other penalty. DFPS may immediately deduct/recoup such entire payment owed by Contractor against the amounts otherwise payable from DFPS to Contractor to the extent and until such entire payment amount has been credited. DFPS shall notify Contractor of the reason for and calculation of, as well as any such deductions of any such payment amount for which Contractor is responsible.

(2) Calculation of Repayment. Contractor's share of any such required federal repayment or penalty shall be equal to the sum of: (i) all disallowed costs associated with cases claimed through this IAC plus (ii) a proportionate share of any DFPS administrative or programmatic expenses disallowed as a result of extrapolated audit exceptions. The proportionate share of such expenses shall be determined using a percentage: the numerator of which is the aggregate sum of disallowed costs pertaining to Contractor claims during the relevant audit period, and the denominator of which is the aggregate sum of disallowed costs for all Title IV E funds provided to DFPS during the same audit period.

(3) Repayments. To the extent, if any, that DFPS requires a reimbursement from Contractor in place of the deduction in section 4.4, Contractor shall transmit funds to cover such reimbursement amount to DFPS via Interagency Transfer Voucher, including recurring Transaction Index (RTI), and Contractor will transmit such funds within no more than thirty (30) days from the date of Contractor's receipt of notice to do so from DFPS. To the extent, if any, Contractor fails to make such reimbursement by the last date of the thirty (30) day period to do so, DFPS may immediately exercise its rights under Section 9 of the IAC.

(4) Survival. The provisions of Section shall survive the termination or expiration of this IAC.

VI. Federal Assurances

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

VII. Federal Certifications

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

VIII. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Texas Juvenile Justice Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

IX. Clean Air Act

(1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. Federal Water Pollution Control Act

(1) Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XI. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XII. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor, ESC Region 12, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Dana Baer

Signature of Contractor's Authorized Official

Dana Baer Director, Business Office

Name and Title of Contractor's Authorized Official

8/5/2025

Date

XIII. Procurement of Recovered Materials

(1) In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XIV. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

XVI. Access to Records.

The following access to records requirements apply to this contract:

- (1) Contractor agrees to provide the Texas Juvenile Justice Department, the State of Texas, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide to construction or other work sites pertaining to the work being completed under the contract.

XVII. Domestic Preferences for Procurements

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 subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XVIII. Rights to Inventions Made Under a Contract or Agreement.

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

XIX. Prohibition on certain telecommunications and video surveillance services or equipment.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public

safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

Exhibit C
TERMS AND CONDITIONS

By responding to the solicitation, or fulfilling the contract, procurement, or agreement, the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Juvenile Justice Department (TJJD) purchase. Only mutually written exceptions will be valid.

The following are conforming terms for purposes of these Terms and Conditions. References to a Contract may correspond to Bid, Application, Response, Proposal. References to Vendor may correspond to "Bidder/Offeror/Applicant/Proposer/Respondent/Contractor/Service Provider." Reference to the Solicitation may correspond to one of the types of solicitation methods (i.e., IFB, RFO, RFP). Any specification in the solicitation or subsequent contract that conflicts with these terms and conditions takes precedence.

All references to "days" shall be calendar days unless specified otherwise. Vendor and TJJD herein may be referred to individually as a "Party" and collectively as the "Parties."

1. Americans with Disabilities Act

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

2. Antitrust Affirmation

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

3. Assignment

Vendor shall not assign its rights under the contract or delegate the performance of its duties under the Contract without prior written approval from TJJD. Any attempted assignment in violation of this provision is void and without effect.

4. Intentionally Left Blank

5. Buy Texas Affirmation

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

6. Change in Law and Compliance with Laws

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

7. Child Support Obligation Affirmation, Section 231.006, Texas Family Code

Under Section 231.006 of the Family Code, the Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f). A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

8. Intentionally Left Blank

9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD

Vendor certifies compliance with Texas Government Code Section 572.054. Vendor has not employed a former officer or employee of TJJD to perform services on Vendor's behalf, to secure the contract, or to represent Vendor in any manner prohibited by Section 572.054. A false certification could result in termination of the contract, withholding of payments, or other sanctions.

10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)

Vendor shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Vendor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under the Contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of the Contract.

11. Intentionally Left Blank

12. Confidentiality

- a. Vendor agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJD policies regarding

- maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining confidentiality of youth records and identifying information.
- b. Vendor agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from the Contract shall remain confidential and subject to release only by written permission of TJJD and in accordance with all state and federal laws.
 - c. Vendor employees, contractors, subcontractors, or associates who visit any TJJD facility will comply with that facility's security regulations.
 - d. Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Vendor without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

The Contract encompasses the complete and entire agreement of the Parties. Neither Party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in the Contract. No other contracts or agreements, oral or written, shall constitute a part of the Contract unless such is made in writing, executed by the Parties hereto or their successors, and expressly made a part of the Contract.

- a. **Bilateral Amendment:** Except as provided for in the Unilateral Amendment section below, the Contract can only be changed by a Bilateral Amendment or supplemented in writing, executed by both Parties hereto or their successors, and expressly made a part of the Contract.
- b. **Unilateral Amendment.** A Unilateral Amendment will be effective on the date that is specified in the Unilateral Amendment. TJJD has sole discretion to issue a Unilateral Amendment to modify a contract's requirements, terms, or conditions as follows:
 - 1. Minor administrative changes to correct typographical errors;
 - 2. Change the TJJD contract identification number;
 - 3. Changes to incorporate new or revised state or federal laws, regulations, rules, or policies;
 - 4. Increase the "not to exceed" amount or contract rates (if applicable) necessary for continuation of services;
 - 5. Update Vendor's name as recorded by the Secretary of State, as required by law, or as authorized by TJJD; and
 - 6. Change either Party's contact information.

14. Intentionally Left Blank

15. COVID-19 Vaccine Passport Prohibition

Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor

acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

16. Intentionally Left Blank

17. Intentionally Left Blank

18. Damage to Government Property

Vendor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Vendor shall notify TJJD in writing of any such damage within one (1) calendar day. Vendor is responsible for the removal of all debris resulting from work performed under the Contract.

19. Intentionally Left Blank

20. Dealings with Public Servants Affirmation

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

21. Debts and Delinquencies Affirmation

Vendor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

22. Disaster Recovery Plan

In accordance with 13 TAC § 6.94(a)(9), Vendor shall provide to TJJD the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

23. Intentionally Left Blank

24. Disentanglement Services [For IT type Agreements/Services - Only applies to Contracts when Vendor has access to TJJD data, shared servers, or Vendor's data embedded with TJJD data]

(a) The following definitions are incorporated into the Contract and relevant to this Section:

- (1) **Disentanglement Period** - the period during and after the Contract terminates that is necessary to provide disentanglement services.

- (2) **Disentanglement Services** - the obligations of each Party imposed upon notice of Contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.
- (b) Vendor must provide disentanglement services as soon as possible after Notice of Contract Termination or Contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Vendor must notify TJJD in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.
- (c) Disentanglement services that Vendor must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Vendor's proprietary information is embedded within TJJD data. Vendor should also provide TJJD with their proprietary data in the same format and structure as used in Vendor's system before Contract termination. If Vendor is unwilling to provide data in the same format and structure, then Vendor must work with TJJD or a 3rd party of TJJD's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJD. After completion of the aforementioned obligations, TJJD shall continue to allow Vendor access to its shared servers so Vendor may uninstall Vendor's software, databases, and proprietary data and information. After removal of all proprietary data, Vendor shall confirm removal with written certification of such.
- (d) Both Parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the Parties arises before disentanglement services are completed, both Parties shall continue to have full access while seeking resolution.
- (e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the Contract remain effective until disentanglement services are completed.

25. Dispute Resolution

The dispute resolution process in Chapter 2260 of the Texas Government Code must be used to resolve any dispute arising under the Contract.

26. Intentionally Left Blank

27. Drug-Free Workplace

Vendor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

28. E-Verify Program

Vendor certifies that for contracts for services, Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the Contract to determine the eligibility of:

1. all persons employed by Vendor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Vendor to perform work pursuant to the Contract within the United States of America.

Vendor shall provide, upon written request by TJJD, an electronic or hard copy screenshot of the confirmation that Vendor is enrolled in E-Verify. Vendor shall provide, upon written request by TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Vendor employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Vendor has violated the certifications set forth in this provision, then (1) Vendor shall be in breach of contract, (2) TJJD shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the Contract, Vendor shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated Contract.

29. Intentionally Left Blank

30. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of any contract executed with TJJD . Vendor shall state any facts that make it exempt from the boycott certification in its Response.

31. Equal Employment Opportunity

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

32. Excess Obligations Prohibited - Funding Out Clause

- a. The Contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Vendor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TJJD will not be liable to Vendor for any damages, that are caused or associated with such termination, or cancellation, and TJJD will not be required to give prior notice.

- b. TJJD is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

33. Excluded Parties

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

34. Executive Head of a State Agency Affirmation

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

35. False Statements

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

36. Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Vendor certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this Contract is in force.

37. Financial Participation Prohibition Affirmation

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

38. Fingerprinting and Background Check

A. Vendor shall:

1. As directed by TJJD, provide information for each person providing services under this Contract with access to TJJD youth or youth records to perform a criminal background check, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be

conducted at TJJD's expense. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this Contract. Any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer shall not work under this Contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.

2. Within 24 hours of becoming aware of the information, notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer who works with TJJD youth, who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer shall be immediately suspended from working under this Contract unless authorized by TJJD's Director of Human Resources.

B. TJJD Approval

TJJD will approve or deny any Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

39. Intentionally Left Blank

40. Force Majeure

Neither Vendor nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

41. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Vendor certifies that it is not ineligible to receive the Contract.

42. Former Agency Employees

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

43. Franchise Taxes

a. Vendor certifies that should Vendor be subject to payment of Texas franchise taxes, that all franchise taxes are current. If such certification is false, this Contract may be terminated at the option of TJJD or other sanctions may be exercised.

b. If Vendor is exempt from payment of Texas franchise taxes, Vendor shall so indicate by attachment to this Contract.

c. If Vendor's payment of Texas franchise taxes becomes delinquent during the term of this Contract, Vendor will notify TJJD within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this Contract may be terminated at the option of TJJD or other sanctions may be exercised under the provisions of this Contract.

44. Governing Law and Venue

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

45. Hardening of State Government Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

(a) Listed in Section 889 of the 2019 National Defense Authorization Act;

(b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or

(c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or

(d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

46. Human Trafficking Prohibition

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

47. Indemnification

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT

AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

48. Intentionally Left Blank

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50. Independent Contractor - Relationship of the Parties

Vendor and Vendor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Vendor nor TJJD is an agent of the other and neither may make any commitments on the other party's behalf. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Vendor shall have no claim against TJJD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Vendor and TJJD.

51. Legal and Regulatory Actions

Vendor represents and warrants that Vendor is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. If Vendor is unable to make the preceding representation and warranty, then Vendor instead represents and warrants that Vendor has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Vendor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. In addition, Vendor represents and warrants that it shall notify TJJD in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the Contract.

52. Limitation on Authority

Vendor shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

53. Lobbying Prohibition

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

54. Media Releases

Vendor shall not use TJJD's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJD's prior written approval. TJJD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

55. No Conflicts of Interest

Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Vendor has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the Contract. And if circumstances change during the course of the Contract, Vendor shall promptly notify TJJD.

56. No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

57. No Quantity Guarantees

TJJD makes no express or implied warranty whatsoever that a minimum compensation or minimum quantity will be guaranteed under this Contract.

58. No Third-Party Beneficiaries

The Contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

59. Notice of Changes

a. Vendor shall notify TJJD immediately in writing of any significant change affecting Vendor, including, but not limited to, change of Vendor's name or identity, location of

services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this Contract.

b. Vendor shall not transfer or assign this contract or enter into any subcontract for the services under this Contract without prior written approval from TJJD.

c. Vendor shall not relocate the services provided under this Contract from the location stated in the preamble of the Contract, if applicable, without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

60. Permits, Certifications, and Licenses

Vendor represents and warrants that it has determined what licenses, certifications, and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the Contract.

61. Prior Disaster Relief Contract Violation

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

62. Prompt Payment

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

63. Intentionally Left Blank

64. Public Information Act

Information, documentation, and other material in connection with a solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

65. Intentionally Left Blank

66. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Vendor within two (2) years

after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

67. Restriction on Possession of Weapons

Vendor agrees that Vendor or any employees, contractors, subcontractors, or associates providing services on behalf of Vendor shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this Contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Vendor shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Vendor's care.

68. Sanctions

a. In addition to its authority to terminate this Contract under the termination provision or other provisions of this Contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

- i. Requiring Vendor to take specific corrective actions in order to remain in compliance with the terms of this Contract; and/or
- ii. Recouping payment made to Vendor; and/or
- iii. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
- iv. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
- v. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

b. Vendor shall fully cooperate with TJJD and its authorized representatives in carrying out corrective action plans.

69. Severability

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

70. Signature Authority

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

71. Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by TJJD or the State of Texas of any immunities from suit or from liability that TJJD or the State of Texas may have by operation of law

72. Specifications

Vendor shall provide services in accordance with the specifications contained in the Contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Vendor.

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74. State Auditor's and TJJD's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by Vendor or any other entity or person directly under the Contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards.

Vendor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Vendor shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Vendor's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Vendor's sole cost and expense, independent audits by a qualified certified public accounting firm of Vendor's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Vendor. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract.

The Contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

75. Subcontractors

Vendor may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of TJJD. Subcontracts, if any, entered into by the Vendor shall be in writing and be subject to the requirements of the contract. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this Contract.

76. Survival

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

77. Suspension and Debarment

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

78. Taxes

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be furnished upon written request to TJJD. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Vendor or its employees. TJJD shall not be liable for any taxes resulting from the Contract.

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81. Termination for Convenience

- a. Vendor may terminate the Contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.
- b. TJJD may terminate the Contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early. Upon

termination under this provision, Vendor shall refund to TJJJ any amounts attributable to the terminated months within thirty (30) days of the termination.

c. TJJJ shall terminate this Contract in the event that TJJJ is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

d. Cause/Default/Breach: If Vendor fails to provide the goods or services contracted for according to the provisions of this Contract, or fails to comply with any terms or conditions of this Contract, TJJJ may, upon written notice of default or breach to Vendor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this Contract. TJJJ may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless TJJJ notifies Vendor in writing prior to the exercise of such remedy. Vendor shall be liable for all costs and expenses, including court costs, incurred by TJJJ with respect to the enforcement of any of the remedies listed herein.

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84. Unfair Business Practices

Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

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86. Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

Section 2: Service Provider shall provide the TJJJ Contracts Department proof of insurance listing TJJJ as an additional insured upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

Section 3: The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions.

TJJD Terms and Conditions

Failure to maintain the required insurance coverage may result in termination of this contract or sanctions.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

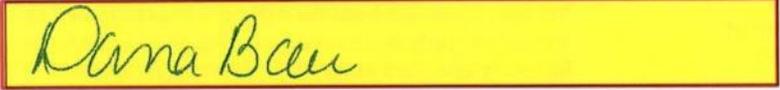
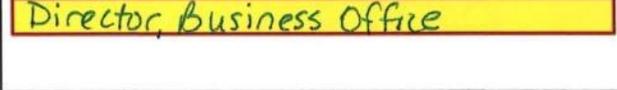
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 