REGION 13
EDUCATION SERVICE CENTER

2026-09

Independent Contractors for Education-Related Services

Issue Date: 12/11/2025
Questions Deadline: 12/18/2025 02:00 PM (CT)
Response Deadline: 7/29/2031 02:00 PM (CT)

Contact Information

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Event Information

Number:	2026-09
Title:	Independent Contractors for Education-Related Services
Type:	Request for Proposal
Issue Date:	12/11/2025
Question Deadline:	12/18/2025 02:00 PM (CT)
Response Deadline:	7/29/2031 02:00 PM (CT)
Notes:	

ESC Region 13 is seeking qualified independent contractors to provide a variety of education-related services.

Submission of a proposal in response to this Request for Proposals (RFP) is strongly encouraged for any provider seeking eligibility to deliver the educational services described herein. Providers who submit a complete response and are subsequently awarded will be placed on ESC Region 13's Qualified Providers List for the services included in this RFP. Providers who do not submit a response to this RFP may be excluded from work associated with this solicitation.

Bid Activities

Submission Deadline - Opening #1 1/13/2026 2:00:00 PM (CT)

Bid Attachments

2026-09 RFP Purpose Statement.pdf View Online

This document explains why ESC Region 13 is issuing a formal Request for Proposals (RFP) for these services. It provides an overview of the state law (TEC §44.031) that requires a competitive process when the total yearly cost of services exceeds a certain amount. The letter also describes the continuous nature of the RFP, the purpose of the Pre-Proposal Conference, and how vendors can view or submit questions through the Ion Wave portal.

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

Conflict of Interest Questionnaire

1295.pdf Download

Certificate of Interested Parties (Form 1295) Sample
Must be filed online with Texas Ethics Commission prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

Requested Attachments

Pre-Service Affidavit for Educational Entities
(Attachment required)

Pursuant to Texas Education Code (TEC) §22A.055, a person who will act as a service provider for an educational entity (school district, district of innovation, open enrollment charter school, other charter entity, regional education service center, or shared services arrangement) must submit, using a form adopted by the agency, a pre-service affidavit.

Conflict of Interest Questionnaire (CIQ)
(Attachment required)

A completed Conflict of Interest Questionnaire must be uploaded with the proposal, even if no actual or perceived conflict exists.

Licenses and Certifcations

Please upload applicable licenses and certifications.

Business Classification (If applicable)

Submit evidence of your classification as a service-disabled veteran-owned business enterprise.

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

Bid Attributes

1	**2026-09** **INTRODUCTION & OVERVIEW**
2	**Introduction** Established by the Texas Legislature in 1967, Education Service Centers (ESCs) serve as regional hubs of support for public educational entities in Texas. ESCs were created to bridge the gap between the Texas Education Agency and local school systems by providing cost-effective, high-quality services tailored to regional needs. While each ESC is assigned to a specific geographic region, ESCs are authorized to support any Texas school system in need of ESC services. We are driven by a mission to provide responsive, results-oriented support. Under state statute and the guidance of the Texas Commissioner of Education, ESCs focus on helping schools: • Improve student performance • Operate efficiently and economically • Implement state and federal education initiatives • Access high-quality educational products and services at reasonable costs ESC Region 13 partners with educational entities across Texas, providing training, tools, and direct support to strengthen schools so they can better serve all students and improve learning outcomes for all.
3	**Purpose Statement** Education Service Center Region 13 (ESC Region 13) seeks proposals from qualified independent contractors to provide education-related services. The selected contractors will provide support for a range of educational programs and initiatives. Services may include, but are not limited to, technical assistance, curriculum resource development, professional development, and strategic guidance Submission of a proposal in response to this Request for Proposals (RFP) is strongly encouraged for any provider seeking eligibility to deliver the educational services described herein. Providers who submit a complete response and are subsequently awarded will be placed on ESC Region 13's Qualified Providers List for the services included in this RFP. ESC Region 13 will consult the Qualified Providers List when selecting providers for education-related services during the contract term. Providers who do not submit a response to this RFP may be excluded from work associated with this solicitation.

4 Calendar of Events

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

Solicitation Issued	12/11/2025	4:30 PM
Pre-Proposal Conference	12/16/2025	2:00 PM
Questions Due	12/18/2025	2:00 PM
Answers Posted	12/19/2025	5:00 PM
Submission Deadline - Opening #1	1/13/2026	2:00 PM
Submission Deadline - Final	7/29/2031	2:00 PM
Final Contract Expiration Date	8/31/2031	

5 Contract Term

Initial Term
Contracts resulting from this solicitation shall begin on date of execution by ESC Region 13 and shall expire on **August 31, 2026.**

Renewal Terms
Following the initial term, the contract may be renewed in successive one-year terms, each beginning on September 1 and ending on August 31, for up to five (5) additional years, for a potential final expiration date of **August 31, 2031.**

Continuous Solicitation
This solicitation will remain open for continuous submission, evaluation, and potential award throughout the initial contract term and any renewal periods, unless suspended or closed by ESC Region 13. Submissions received after August 31 of any year may still be evaluated; however, awards issued after that date will be effective starting with the next contract year, beginning September 1.

Funding Contingency
Any agreement resulting from this solicitation is contingent upon the continued availability of appropriated funds. ESC Region 13 reserves the right to cancel the contract, in whole or in part, without penalty if funds are not appropriated or otherwise made available by the ESC Region 13 Board of Directors.

6 Pre-Proposal Conference

An optional pre-proposal conference will be held for Opening #1 only.
https://events.teams.microsoft.com/event/61e508f6-5970-4c5a-9c67-3623dc96df97@962fdac9-7eee-484a-bf6a-064f3cbf8abb

Date: 12/16/2025
Time: 2:00 PM
Location: Virtual

The Pre-Proposal Conference will be conducted in a webinar format. Participants may submit questions via the webinar chat during the session. All official answers to questions raised during the webinar will be posted in the Ion Wave portal, which will serve as the sole authoritative source for clarifications and addenda related to this RFP.

All vendor questions, whether arising from the Pre-Proposal Conference or submitted independently, must be submitted through the Ion Wave portal by the deadline specified in the *Calendar of Events*. Responses will be posted in the Ion Wave portal and emailed to all registered suppliers on or around the date indicated in the *Calendar of Events.*

7	**Ion Wave Tab Navigation & Descriptions** This section outlines and explains the key tabs within the Ion Wave system. ***Event Details*** Tab This tab outlines key information, including submission deadlines and designated bid contact information. ***Questions*** Tab This tab is where all questions, requests for clarification, or interpretation must be submitted. To submit a question, click "+Ask Question." Requests must be submitted before the question cutoff date, which can be found in the Event Details and Questions tabs. Late submissions are not permitted in the Ion Wave system and will not be considered or answered outside of it. Responses will be published and made available to all suppliers, but the identify of the asker is confidential. ***Activities*** Tab (Optional) This tab may not be included in every solicitation. However, if it appears, it may contain details not available elsewhere in the bid document. Review this tab carefully, as it may contain key dates relevant to the submission process. Please note that dates here are for reference and not necessarily binding. In the event of a discrepancy between dates contained in this tab and the RFP, dates provided in the RFP document will prevail. ***Attachments*** Tab This tab will contain one or more documents that ESC Region 13 deems essential to the solicitation and which may be referenced elsewhere in the solicitation. Suppliers are required to thoroughly review and understand these documents. ***Attributes*** Tab This tab contains the core components of the solicitation, including the scope of work, vendor requirements, terms and conditions, and more. Some attributes may require vendor affirmation. If an attribute features a red asterisk next to the checkbox or entry field, the proposer must provide the necessary information or response. Failure to do so will result in the Ion Wave system rejecting the submission until all requirements are met. ***Line Items*** Tab This tab is used to submit pricing or percentage responses for products or services. It will typically be included in all solicitations. Review the information carefully to ensure pricing submitted aligns with what is being requested. ***Response Attachments*** Tab This tab is used for the supplier to submit documents that have been requested by ESC Region 13. Required response attachments must be attached by the supplier before an electronic response can be submitted. Maximum size per file is 250 MB, and only one file can be uploaded for each requested item. When bid settings permit, suppliers may also upload additional attachments for buyer review. Please limit these attachments to only what is truly relevant, avoiding redundancy. ***Response Submission*** Tab This tab is used to submit your bid response. After completing the bid response, you must successfully submit before the close date and time of the bid event. • Supplier Note to Buyer - When bid settings permit, suppliers may enter an optional note to the buyer • Digital Signature*- Enter your full name and email address (*Required) • Click "Error Check" to determine if any required fields have been missed • Click "Submit Response". A notification will appear to confirm Response Submission or Response Failure. A successfully submitted response will display "Response Submitted" followed by the date and time stamp in the Response Status field When submission results in Response Failure, the system will display the location of the error. To resolve the error, access the tab where the error occurs and complete. Once the error is corrected, return to the ***Response Submission*** tab to submit the response

8	**2026-09** **PROJECT SCOPE & SPECIFICATIONS**

9 **SCOPE OF WORK**

Overview
Education Service Center Region 13 (ESC Region 13) seeks qualified contractors to provide education-related professional services in support of a wide range of educational programs and initiatives. The selected contractors will collaborate with ESC Region 13 staff and stakeholders to enhance instructional quality and promote effective implementation of educational strategies.

Potential Services:
The selected contractors may be engaged to perform one or more of the following services. These examples are illustrative and not exhaustive.

- Development of Guidance and Instructional Resources
- Technical Assistance and Implementation Support
- Strategic Consultation and Collaboration

Deliverables
Contractors will be expected to produce deliverables that may include, but are not limited to:

- Written reports, plans, or resource documents;
- Implementation tools, templates, and assessments;
- Assessment instruments, evaluation summaries

Performance Expectations
All work performed under this agreement shall:

- Align with ESC Region 13's mission and strategic priorities;
- Be completed within agreed timelines and budget parameters;
- Include ongoing communication and collaboration with ESC Region 13 staff.

10 **Area(s) of Expertise Selection**

Select all applicable areas of expertise, including relevant sub-categories. Please be **as specific and detailed as possible.** Your selection(s) will be used to categorize and match vendors with potential work opportunities. Vendors who do not clearly identify their areas of expertise may not be considered for work in those areas.

☐ 1 - INSTRUCTIONAL PROGRAMS/STUDENT SERVICES
☐ Career and Technical Programs
☐ College Readiness
☐ Digital Learning
☐ Pre-K / Early Learners
☐ Social-emotional Learning
☐ Special Education
☐ STEM/STEAM Initiatives
☐ Student Support and Engagement
☐ 2 - CURRICULUM, ASSESSMENT, AND INSTR. SUPPORT
☐ Academic/Instructional Technical Assistance
☐ Assessment Development / Review
☐ Curriculum Development/Review
☐ Instructional Design & Delivery
☐ 3 - EDUCATOR EFFECTIVENESS & CERTIFICATION
☐ Educator Evaluation & Development
☐ Teacher Assessment Test Revision

- ☐ Teacher Certification Exam Review and Revision
- ☐ Teacher Credentialing
- ☐ 4 - LEADERSHIP, GOVERNANCE, AND ORG. SUPPORT
- ☐ Grant Application Preparation and/or Review
- ☐ Leadership development
- ☐ Leadership/Governance Technical Assistance
- ☐ 5 - CHARTER COMPLIANCE & SUPPORT
- ☐ Charter Application, Amendment & Reporting Support
- ☐ Technical Assistance Provider, Charter-Related
- ☐ 6 - SCHOOL IMPROVEMENT & TURNAROUND
- ☐ School Diagnostics & Assessment
- ☐ School Intervention Support
- ☐ Turnaround Planning & Implementation
- ☐ 7 - DATA, ANALYTICS & IMPROVEMENT
- ☐ Data Analysis
- ☐ Performance Improvement Planning
- ☐ 8 - TEXAS ESSENTIAL KNOWLEDGE & SKILLS
- ☐ TEKS-Aligned Curriculum Development
- ☐ TEKS - Career Development
- ☐ TEKS - English Language Arts
- ☐ TEKS - Fine Arts
- ☐ TEKS - Health Education
- ☐ TEKS - Languages other than English
- ☐ TEKS - Math
- ☐ TEKS - Science
- ☐ TEKS - Spanish Language Arts
- ☐ TEKS - English as a Second Language
- ☐ TEKS - Technology
- ☐ 9 - OTHER
- ☐ Other relevant area of expertise

(Required: Check all that apply)

11 Other Area(s) of Expertise

If you selected “Other” above, please specify the additional areas of expertise.

(Optional: Maximum 1000 characters allowed)

12

Excluded Services

Professional development services are *intentionally excluded* from the scope of this RFP. ESC Region 13 will not review, evaluate, or consider proposals for professional development offerings under this solicitation.

13

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MINIMUM VENDOR QUALIFICATIONS

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Notice to Prospective Independent Contractors

Submission of a proposal in response to this Request for Proposals (RFP) is strongly encouraged for any provider seeking eligibility to deliver the educational services described herein. Providers who submit a complete response and are subsequently awarded will be placed on ESC Region 13's Qualified Providers List for the services included in this RFP.

ESC Region 13 will consult the Qualified Providers List when selecting providers for education-related services during the contract term. Providers who do not submit a response to this RFP may be excluded from work associated with this solicitation.

15

Affidavit Requirement - TEC §22A.055

Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must submit a pre-service affidavit. This affidavit affirms that the individual(s) who will provide services under this solicitation have not been charged with or convicted of any disqualifying offenses listed in Texas Education Code Chapter 22A.

Vendors must submit the TEC §22.055 affidavit for any individual who will provide services under this solicitation.

Instructions:
1. Download the affidavit form: Pre-Employment/Pre-Service Affidavit (TEC 22A.055) or in the *Attachments* tab.
2. Complete the affidavit in full.
3. Upload the completed and signed affidavit in the Response Attachment tab.

Failure to upload the completed and signed affidavit will make the vendor ineligible for award under this solicitation.

☐ I affirm and certify compliance.
(Required: Check if applicable)

16

Minimum Vendor Qualifications

The following qualifications must be met for a proposal to be considered responsive. Failure to meet any minimum qualification may result in disqualification.

1. Education

- High School Diploma or equivalent

2. Technology Proficiency

- Microsoft Office Suite (Word, Excel, PowerPoint)
- Google Workspace (Docs, Sheets, Slides)
- Canvas, project management software

3. Access to reliable internet

- High-speed internet connection (minimum 25 Mbps download / 5 Mbps upload) capable of supporting daily work activities, including virtual meetings and data transfer.

17	**Preferred Vendor Qualifications** The following qualifications are preferred but not mandatory and will be used as part of the evaluation and scoring process. Failure to meet a preferred qualification will not, by itself, result in disqualification: 4. Current Texas teaching certificate 5. Previous work with Education Service Center Region 13. 6. Previous work with Texas Education Agency, other ESCs, or school system 7. Experience in a school setting or service on an education committee 8. Knowledge and Experience with Texas Education Agency Standards, Assessments, and Initiatives 9. Advanced Degree (Associate's or Higher)
18	**Insurance Requirements** Contractors shall maintain insurance coverage commensurate with the nature and level of risk associated with the services provided under this agreement. ESC Region 13 reserves the right to request proof of such coverage if deemed necessary. ☐ I accept and certify compliance. *(Optional: Check if applicable)*
19	**2026-09** **PROPOSAL SUBMISSION REQUIREMENTS**
20	**Submission Requirements & Guidelines** The proposer is responsible for ensuring all required information and submittals are included with the proposal. ESC Region 13 may waive minor technicalities when such omissions are not material to the contract award decision. **The following documents are mandatory for this solicitation and must be uploaded in the *Response Attachments* tab:** • Pre-Service Affidavit for Educational Entities • Conflict of Interest Questionnaire (CIQ) **Additional Documentation**: Vendors may submit additional documents in the *Response Attachments* tab, if desired.

21	**Communication & Compliance Guidelines** **Questions & Clarification** All questions must be submitted through the Ion Wave portal in the "Questions" tab. All questions and answers will be posted and available for viewing by all prospective vendors; however, the identity of the asker will not be shared. Questions and/or requests for clarification must be submitted by the deadline specified in the *Calendar of Events*. ESC Region 13 will not consider or respond to late, emailed, or verbal questions, nor any other inquiry submitted outside of the Ion Wave System. **Note:** This solicitation is a **continuous RFP**, and the initial submission period is Opening No. **1**. Questions and answers from Opening No. 1 will be compiled and posted in the *Attachments* tab. For each subsequent round (Opening 2, Opening 3, etc.), Q&A from all previous rounds will remain available, ensuring that vendors have access to the complete set of information and clarifications as the solicitation continues. Vendors should review these documents carefully, as they may impact proposal preparation and scoring. **Communication Guidelines** Contact with anyone outside of the ESC Region 13 Procurement Team regarding this solicitation is prohibited during the solicitation process unless directed by the ESC Region 13 representative listed on the solicitation. Respondents who fail to adhere to this requirement risk having their response disqualified. **Changes to the Solicitation** The Procurement Department is the only office at ESC Region 13 that may authorize changes in this document, negotiate prices, or incur additional charges related to this document. ☐ I affirm and certify compliance. *(Required: Check if applicable)*
22	**2026-09** **VENDOR RESPONSES**
23	**1. Education Requirement** Please indicate whether you have a high school diploma or equivalent credential. ☐ I have a high school diploma. ☐ I have an equivalent credential (GED or similar) *(Required: Check only one)*
24	**1.a Level of College Education Completed** While a high school diploma or equivalent represents the minimum requirement for inclusion on this list of qualified independent contractors of education-related services, certain assignments may require a higher level of education. Please indicate your highest level of college education completed by checking the appropriate box. ☐ N/A ☐ Associate's Degree (AA/AS) ☐ Bachelor's Degree (BA/BS) ☐ Master's Degree (MA/MS/Other) ☐ Doctorate (PhD, EdD, or equivalent) *(Required: Check only one)*

25

2. Technology Proficiency

Indicate all technology tools in which you are proficient by checking the appropriate box.

Check all that apply.

☐ Email & Calendar Management
☐ Learning Management System
☐ Presentation Software
☐ Spreadsheets
☐ Video Conferencing Platforms
☐ Word Processing

(Required: Check all that apply)

26

2a. Email & Calendar Management

If you indicated **Email & Calendar Management** technology proficiency in Attribute 25, please list the specific software titles, applications, or platforms in which you have experience.

(Optional: Maximum 500 characters allowed)

27

2b. Learning Management System

If you indicated **Learning Management System** technology proficiency in Attribute 25, please list the specific software titles, applications, or platforms in which you have experience.

(Optional: Maximum 500 characters allowed)

28

2c.Presentation Software

If you indicated **Presentation Software** technology proficiency in Attribute 25, please list the specific software titles, applications, or platforms in which you have experience.

(Optional: Maximum 500 characters allowed)

29

2d. Spreadsheets

If you indicated **Spreadsheets** technology proficiency in Attribute 25, please list the specific software titles, applications, or platforms in which you have experience.

(Optional: Maximum 500 characters allowed)

30

2e. Video Conferencing Platforms

If you indicated **Video Conferencing Platforms** technology proficiency in Attribute 25, please list the specific software titles, applications, or platforms in which you have experience.

(Optional: Maximum 500 characters allowed)

31

2f. Word Processing

If you indicated **Word Processing** technology proficiency in Attribute 25, please list the specific software titles, applications, or platforms in which you have experience.

(Optional: Maximum 500 characters allowed)

32

3. Access to Reliable Internet

Do you have or have access to a high-speed internet connection (minimum 25 Mbps download / 5 Mbps upload) capable of supporting video conferencing, file transfers, and daily online work without frequent disruptions?

☐ Yes ☐ No

(Required: Check only one)

33

4. Full-Time Teacher Employment Status - HB 3372 Compliance

Are you currently employed as a full-time classroom teacher in Texas?

Texas Education Code § 5.001 defines "classroom teacher" as: "an educator who is employed by a school district and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting. The term does not include a teacher's aide or a full-time administrator.:

☐ Yes ☐ No

(Required: Check only one)

34

4.a Licenses and Certifications

Licenses and Certifications: Please list any relevant licenses and certifications.

(Required: Maximum 1000 characters allowed)

35

5. Vendor's Experience with ESC Region 13

Has your company done business with an Education Service Center Region 13 in the last three (3) years?

☐ No

☐ Yes

(Required: Check all that apply)

36

5.a Vendor's Experience with ESC Region 13 - Detail

If your company has done business with ESC Region 13 in the last three (3) years, please specify the nature of the engagement. Include relevant details such as dates of service, project name, PO number, and/or contact name.

(Optional: Maximum 1000 characters allowed)

37

6. Vendor's Experience with Education Service Centers (ESCs), Local Education Agencies (LEAs) and State Agencies

Has your company done business with an ESC, LEA / school system, or state agency in the last three (3) years?

☐ No

☐ ESC

☐ LEA / School System

☐ State Agency

(Required: Check all that apply)

38

6.a Vendor's Experience with other ESCs, LEA or other State Agency- Detail

For all values selected in the previous attribute, please specify the nature of the engagement. For each engagement, include: the TEA program (if applicable), the name of the ESC or school district, dates of service, project name, and a contact name.

(Optional: Maximum 1000 characters allowed)

39

7. Experience in school setting or service on an education committee

Please describe your experience working in a school setting or serving on an education-related committee.
If this does not apply, please type N/A.

(Required: Maximum 1000 characters allowed)

40

8. Knowledge and Experience with Texas Education Agency Standards, Assessments, and Initiatives

Respondent has knowledge of Texas Education Agency initiatives, state curriculum frameworks, and standardized student assessments.

☐ Yes ☐ No

(Required: Check only one)

41	**8.a Relevant Experience and Knowledge** Provide your description of relevant experience and knowledge related to education services, including work that demonstrates your understanding of state-level requirements, initiatives, and instructional support. Please be specific and identify the TEA initiatives, programs, or requirements you have worked with. *If this does not apply, please type N/A.* *(Required: Maximum 4000 characters allowed)*

42	**Business Classification** ESC Region 13 is committed to promoting supplier diversity in its contracts. While no specific participation goals are set, supplier diversity is considered during proposal evaluations. Please indicate if your organization is designated as a Service-Disabled Veteran-Owned Small Business (SDV). To support your business classification, please attach a copy of the relevant certification in the *Response Attachment* tab. **Note:** Claims of certification VetHUB status without supporting documentation will result in the claim not being considered. ☐ Not Applicable ☐ Service-Disabled Veteran-Owned Business *(Required: Check only one)*

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

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

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

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

Check all that apply.

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

(Required: Check all that apply)

44 **Conflict of Interest Detail**

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

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

(Optional: Maximum 4000 characters allowed)

45 **Failure to Disclose Conflicts of Interest**

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

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

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

☐ I affirm and certify compliance.
(Optional: Check if applicable)

46 **Felony Conviction Notification**

Notification of Criminal History, Texas Education Code § 44.034

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

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

Select the appropriate box below:

☐ Yes. The owner/operator of the business entity HAS been convicted of a felony.

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

☐ N/A. Company is publicly-held; therefore, this reporting requirement does not apply.
(Required: Check only one)

47 **Felony Conviction Details**

If the person or owner/operator of the business entity has been convicted of a felony, please provide an explanation of the conviction(s), including the nature, date, and jurisdiction of the offense.

If not applicable, enter N/A.

_____

_____

_____
(Required: Maximum 500 characters allowed)

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EVALUATION CRITERIA & SCORING

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Evaluation Criteria - RFP

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

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

	Criteria	Points
1.	High School Diploma or Equivalent	30
2.	Technology Proficiency	15
3.	Access to Reliable Internet	10
4.	Current Texas Teaching Certificate	10
5.	Previous work with ESC Region 13	5
6.	Previous work with TEA, ESCs, or LEA/School System	5
7.	Experience in School Setting or Service on Education Committee	5
8.	Knowledge and Experience with Texas Education Agency Standards, Assessments, and Initiatives	5
9.	Advanced Degree (Associate's or Higher)	10
	Business Classification (VetHUB)	5
	Total Points	**100**

Vendors must achieve a minimum score of 70 to be considered for award.

50

Potential for Verification

Vendors may be asked to provide evidence supporting any claims of technology proficiency, access to high-speed internet, or other stated qualifications. Such evidence may be requested at the discretion of ESC Region 13 to verify compliance with the requirements.

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AWARD INFORMATION

52

Continuous Solicitation Overview

This solicitation is considered a **Continuous Solicitation Multiple Award.**

Vendors may submit proposals at any time through July 29, 2031 . Proposals are reviewed as they are received and evaluated based on the criteria in this solicitation. Awards are made incrementally throughout the solicitation period to multiple vendors.

- **Opening #1 Submission Deadline:** January 13, 2026 at 2:00 PM.
- **Final Submission Deadline:** July 29, 2031 at 2:00 PM

Continuous Solicitation

- The solicitation remains open until the end of the potential award term (or as specified in the RFP).
- Vendors are encouraged to submit responses as early as possible.
- Responses will be reviewed and either accepted or rejected on a rolling or periodic basis.
- Awards may be made throughout the solicitation period.

Multiple Award

- Awards may be made to multiple vendors.
- Awarded vendors will be included in a catalog of approved vendors.
- There is no hierarchy or tier among awarded vendors.
- Being selected for inclusion on this list of qualified providers is not a guarantee of business.

Intent of Award

- Respondents must demonstrate the ability to meet the contract requirements for the services identified.
- Responses that do not meet the minimum requirements will be rejected.

Awards and Rejections

- Respondents will be notified electronically of ESC Region 13’s decision.
- Rejected responses may be reconsidered if missing information or corrections are provided.
- Rejected responses due to failure to meet intent is final.

NOTE: Vendors previously awarded under this solicitation should not submit another response.

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TERMS & CONDITIONS

54

Contract Offer and Acceptance

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

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

55

Public Information

If any portion of your proposal contains confidential, trade secret, or proprietary information that, if disclosed, would give an unfair advantage to a competitor, it must be clearly identified and submitted as a separate document using the Response Attachment tab.

Important: ESC Region 13 will only review the separately submitted document when responding to Open Records Requests.

Any confidential information embedded within the main proposal will not be considered protected and may be subject to public disclosure under the Texas Public Information Act.

Vendors are solely responsible for ensuring that confidential information is properly submitted in accordance with these instructions. If any of the information submitted in your proposal is considered confidential or contains trade secrets or proprietary information that, if released, would give unfair advantage to a competitor, that information should be clearly identified and submitted here

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

☐ I affirm and certify compliance.
(Required: Check if applicable)

56

Public Disclosure

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

☐ I affirm and certify compliance.
(Required: Check if applicable)

57

General Conditions

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

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

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

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

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

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

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

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

☐ I have read and agree to General Conditions
(Required: Check if applicable)

58	**Tax Exempt Status** ESC Region 13 is exempt from payment of sales and use taxes for the purchase of taxable items. ESC Region 13 provides services and tools to the assigned regional area, encompassing 57 school districts, 24 charter schools, eight (8) institutions of higher education, and 17 private schools in a sixteen-county area of central Texas. Additionally, ESC Region 13 also provides services and tools nationwide.

59	**Interlocal Agreement Clause - CTPA** **A. Membership** Education Service Center (ESC) Region 13 is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA), an alliance of over 250 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. **B. Adoption of Awarded Contracts** In support of this collaborative effort, all awards made by ESC Region 13 may be adopted by other active CTPA members. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district. **C. Document Sharing between Members** To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor. **D. Adopted Contract Management** The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract. By selecting YES, you acknowledge and accept that over two hundred fifty (250) additional districts/agencies will have the opportunity to procure from your organization under the awarded contract(s). Purchases made by CTPA members, other than ESC Region 13, will be placed, billed, and paid directly by the purchasing member. ESC Region 13 assumes no financial responsibility for the obligations of other entities. ☐ [Please Select One] ☐ Yes ☐ No *(Required: Check only one)*

60	**2026-09** **STATE OF TEXAS**

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

engaged in the same line of business as the Respondent.

Assignment
Respondent may not assign the contract or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, the contract without the prior written consent of ESC Region 13, and any attempted or purported assignment, transfer or delegation thereof
without such consent shall be null and void.

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

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

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

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

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

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

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines “company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.

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

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

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

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

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

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

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

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

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

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

Biological Sex and No Preferred Pronouns:
Contractor represents and warrants that it shall ensure that all actions in specific performance of this Contract shall comply with federal and state law and reflect that there are only two sexes. Contractor's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Contract, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.

☐ I affirm and certify compliance.
(Required: Check if applicable)

62 Certifications

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

Contract Term
Term of RFP Award - Performance Based

It is anticipated that the awards resulting from this solicitation will be the date of award through **August 31, 2030**.

Any contracts resulting from an award will have a final expiration date of **August 31, 2030**. In addition, ESC Region 13 reserves the right to extend the contract for an additional time beyond the final expiration date if necessary to ensure no lapse in service.

To ensure the level of performance is satisfactory, ESC Region 13 may utilize periodic reviews related to contractual requirements and professional expectations. ESC Region 13 has the right to terminate the Contractor for cause. In the event that the Contractor is not meeting the requirements of the contract, ESC Region 13 may choose to counsel the company and its lead personnel. If after counseling the performance has not improved, ESC Region 13 has the right to terminate the contract in whole or in part for cause and ESC Region 13 may utilize all remedies available under law and/or by contract terms, which may include debarment of the Contractor from future awards.

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

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

Federal Occupational Safety and Health Law
Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29

U.S.C. Chapter 15).

Force Majeure
Neither Respondent nor ESC Region 13 shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

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

No Felony Criminal Convictions
Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised Agency in writing of the facts and circumstances surrounding the convictions.

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

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

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

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

☐ I affirm and certify compliance.
(Required: Check if applicable)

63	**2026-09** **FEDERAL REQUIREMENTS**

64 **Federal Funds Requirements**

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

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

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

☐ I accept and certify compliance.
(Required: Check if applicable)

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

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

In accordance with Federal regulations and applicable provisions, the prospective vendor or individual submitting this application certifies, by submission of this proposal, that:
1. Neither the vendor nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal Department or Agency.
2. The vendor further agrees to notify ESC Region 13 immediately if it or its principals become debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation by any Federal Department or Agency at any time during the course of the contract.

Please check the appropriate box:
No - The vendor or its principals are NOT presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal transactions
Yes - The vendor or its principals ARE presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal transactions.

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

☐ Yes. Company IS debarred, suspended or ineligible.
(Required: Check only one)

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

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

(Required: Maximum 1000 characters allowed)

67 **Termination for Cause and Convenience**

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

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

☐ I accept and certify compliance.
(Required: Check if applicable)

68 **Copeland “Anti-Kickback” Act**

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

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

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

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

☐ I accept and certify compliance.
(Required: Check if applicable)

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

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

☐ I accept and certify compliance.
(Required: Check if applicable)

70	**Rights to Inventions Made Under a Contract/Agreement** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. ☐ I accept and certify compliance. *(Required: Check if applicable)*
71	**Clean Air Act and Federal Water Pollution Control Act** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). ☐ I accept and certify compliance. *(Required: Check if applicable)*
72	**Byrd Anti-Lobbying Amendment** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. ☐ I accept and certify compliance. *(Required: Check if applicable)*
73	**Procurement of Recovered Materials** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines ☐ I accept and certify compliance. *(Required: Check if applicable)*

74 Prohibition on Certain Telecommunications & Video Surveillance Services/Equipment

ESC Region 13 shall not obligate or expend funds to:

(1) Procure or obtain;

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

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

☐ I accept and certify compliance.
(Required: Check if applicable)

75 Domestic Preferences for Procurements

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

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

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(3) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

☐ I accept and certify compliance.
(Required: Check if applicable)

76	**Records Retention** Respondent certifies that it will comply with the following record retention requirements: 1. **Retention Period**: Vendors must retain records for a minimum of **three years** from the date of submission of the final financial report related to the federal award. 2. **Specific Records**: Vendors are required to maintain records that adequately document the performance of the award and compliance with the applicable federal regulations. 3. **Litigation and Audit**: If any litigation, claim, or audit is initiated before the expiration of the retention period, the records must be kept until the issues are resolved and final action is taken. 4. **Compliance with Terms**: Vendors must comply with the specific terms and conditions outlined in their agreements with the awarding agency, which may include additional requirements for record retention. 5. **Access to Records**: Vendors must ensure that their records are accessible for review and audit by federal officials during the retention period. ☐ I affirm and certify compliance. *(Required: Check if applicable)*
77	**2026-09** **END OF SOLICITATION**

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature