



**R42026-05**

**Application Maintenance, DevOps, and Program Support  
Services for The Texas Education Exchange**

Issue Date: 6/19/2026

Questions Deadline: 7/10/2026 04:30 PM (CT)

Response Deadline: 7/24/2026 02:00 PM (CT)

Purchasing

**Contact Information**

Address: Procurement  
Region 4 Education Service Center  
7145 West Tidwell Rd  
Houston, TX 77092  
Phone: (713) 462-7708  
Email: [questions@esc4.net](mailto:questions@esc4.net)

## Event Information

Number: R42026-05  
Title: Application Maintenance, DevOps, and Program Support Services for The Texas Education Exchange  
Type: Request for Proposal - Region 4 ESC  
Issue Date: 6/19/2026  
Question Deadline: 7/10/2026 04:30 PM (CT)  
Response Deadline: 7/24/2026 02:00 PM (CT)  
Notes: **REQUEST FOR PROPOSALS (RFP)**

### INVITATION FOR VENDOR RESPONSE

Dear Vendor,

**Region 4 Education Service Center** is interested in receiving proposals from qualified individuals and/or organizations ("Vendor") for the procurement of select goods and/or services, as specified within this Request for Proposals ("RFP" or "Solicitation").

- **Region 4 Project Number: R42026-05**
- **Project Name: Application Maintenance, DevOps, and Program Support Services for The Texas Education Exchange**

In accordance with Region 4 ESC policies and procedures, Region 4 departments are authorized to engage with "Approved Vendors" only. A Region 4 Approved Vendor is one that has been authorized for use upon having met a set of pre-determined criteria through a formal procurement process and awarded a contract ("Contract", "Agreement", or "Project") upon approval by the Region 4 Board of Directors.

The first step in obtaining Approved Vendor status is to respond to this solicitation and submit all required information and documentation. Upon completion of the Project evaluation process and verification of compliance with Region 4's liability insurance requirements and Minority/Women Owned Business Enterprises (MWBE) Program, one or more Vendors will be recommended to the Board of Directors for contract award. Once the Region 4 Board of Directors formally approves the selected Vendor(s) for award, the Region 4 Purchasing Services department will issue a Notice of Award letter, affirming the awarded Vendor(s) status as an Approved Vendor for this specific Project.

The tentative term of this Project is from September 1, 2026 , through August 31, 2027 , with four (4) automatic annual renewals, not to extend beyond August 31, 2031. Thereafter, Region 4, at its sole discretion, may elect to either extend the Project for a term not to exceed one hundred and twenty (120) days for business continuity purposes, if needed.

**Pre-Proposal Conference:** Pre-Proposal conference will be held virtually via Zoom, following the schedule below:  
**Monday, July 6, 2026, at 11:00 AM (CST) virtually via Zoom**

- <https://esc4.zoom.us/j/81124656760>

The Region 4 Procurement staff member assigned to this solicitation is listed below. Any questions or concerns arising out of this RFP are to be directed to such individual in writing. Questions pertaining to the solicitation process or related to the scope or specifications contained in this RFP should be submitted via the electronic bidding portal by the deadline specified within the RFP. Answers to all questions received will be posted as an Addendum to this RFP within the electronic bidding portal.

Thank you in advance for your participation in this solicitation.

Sincerely,  
Chris Gorski  
Manager, Procurement

Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, TX 77092-2096  
Phone: 713.744.4475

## Bid Activities

Calendar of Events - Issue of RFP w/ 1st Advertisement	6/19/2026
Calendar of Events - 2nd Advertisement Run	6/26/2026
Calendar of Events - Virtual Non-Mandatory Pre-proposal Conference <a href="https://esc4.zoom.us/j/81124656760">https://esc4.zoom.us/j/81124656760</a>	7/6/2026 11:00:00 AM (CT)
Calendar of Events - Questions Deadline	7/10/2026 4:30:00 PM (CT)
Calendar of Events - Proposal Due Date and Proposal Opening	7/24/2026 2:00:00 PM (CT)
Calendar of Events - Board Approval	8/25/2026

## Bid Attachments

<b>STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS.pdf</b>	<a href="#">View Online</a>
REGION 4 ESC'S STANDARD TERMS & CONDITIONS: These Standard Terms & Conditions are requirements that are binding upon award of a contract to the selected vendor(s). These terms communicate the Center's expectations in regard to the vendor's performance in connection with the Center's purchases.	
<b>NOTICE TO OFFEROR Region 4 ESC - RFP R42026-05 TX Ed Exchange Program Support.pdf</b>	<a href="#">View Online</a>
Vendors must review thoroughly the attached SOW and specific conditions associated with this RFP	
<b>VENDOR FORM - HB 1295 - Certificate of Interested Parties_Rev.11.2024.pdf</b>	<a href="#">View Online</a>
VENDOR FORM (HB 1295) - Certificate of Interested Parties: Vendor must complete the form online at <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a> and upload the completed and signed form under the "Response Attachments" tab." Ensure to name "Region 4 ESC" as the Governmental Entity and the RFP Number referenced in this solicitation as the Contract ID Number.	

## VENDOR FORM Certificate of Insurance.pdf

[View Online](#)

**VENDOR FORM - Certificate of Liability Insurance (ACORD Form) and Insurance Verification Form:** All prospective vendors must provide both a Certificate of Liability Insurance (ACORD form) and an Insurance Verification Form signed by the insurance agent/broker. The sample ACORD form provided herein displays the types of coverage and limits required of all vendors by Region 4. Both forms must be uploaded under the "Response Attachments" tab.

## VENDOR FORM Conflict of Interest (CIQ).pdf

[View Online](#)

**VENDOR FORM - Conflict of Interest Questionnaire (Form CIQ):** Vendors must download this form, complete it, and upload the completed and signed form under the "Response Attachments" tab. If the prospective vendor doesn't have any conflict of interest to disclose, then enter your individual or company name on line 1, enter "Not Applicable" or "N/A" on line 3, and then sign and date on line 7.

## VENDOR FORM W-9 (Rev. 3-2024).pdf

[View Online](#)

**VENDOR FORM - IRS Form W-9 (Rev. 3-2024):** Vendor must download this form, complete it, and upload the completed and signed form under the "Response Attachments" tab. Vendors must ensure that the Legal Name and the Taxpayer Identification Number (TIN) entered on this form matches exactly with the information referenced in their IRS income tax return.

## SB 571 - PreEmployment Affidavit.pdf

[View Online](#)

**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 (school district, district of innovation, openenrollment charter school, other charter entity, regional education service center, or shared services arrangement) must submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.

## Deviation Form\_9.2025.pdf

[View Online](#)

This attachment is the official Deviation submission document. If you are requesting any deviation from the RFP documents (e.g., General Terms and Conditions, Notice to Offeror, or any other terms), complete the Deviation Form and include redlined copies of each affected document showing tracked changes. The requirement is detailed in the **Attributes** tab; upload the completed Deviation Form **and** all corresponding redlined documents to the **Response Attachments** tab. Preparation of deviations is at the bidder's sole expense. No deviation will be considered unless both the Deviation Form and the redlined copies are provided. If you need more space than is provided in a single form, use multiple copies to list all deviations requested.

## VENDOR FORM Offer and Contract Signature Form.docx

[View Online](#)

**VENDOR FORM Offer & Contract page:** Vendor must download this form, complete it, and upload the completed and signed form under the "Response Attachments" Tab.

## Requested Attachments

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### Vendor's Proposal

(Attachment required)

(Attachment required)

Please upload the Vendor's complete proposal response for the services being offered under this solicitation. The proposal should include all supporting documentation necessary to demonstrate the vendor's qualifications, experience, service capabilities, methodology, staffing, certifications, and any additional information.

Vendors should ensure the uploaded proposal clearly identifies the service category or categories for which they are submitting and is organized in a professional manner.

### Vendor Price List

(Attachment optional)

Prospective vendors may submit an individual price structure for their services.

## Offer and Contract Signature page

(Attachment required)

- Vendor must complete, sign, and upload the **Offer and Contract Signature page** provided as part of the solicitation documents.
- The form must be signed by an individual authorized to bind the Vendor contractually. Electronic signatures are acceptable if legally valid under applicable law.
- Failure to upload the signed Offer and Contract Signature page will result in your proposal being deemed non-responsive and ineligible for award.

## W-9 Upload

(Attachment required)

Interested offerors must upload an updated Form W-9 prior to submitting a proposal. You can find the latest version of this form at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## Conflict of Interest Questionnaire

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

## Disclosure of Interested Parties form or Evidence of Exemption

(Attachment required)

Vendor must comply with Texas Government Code §2252.908 by completing the **Form 1295 – Disclosure of Interested Parties**.

Steps:

1. Complete Form 1295 electronically through the Texas Ethics Commission filing application: <https://www.ethics.state.tx.us/filinginfo/1295/>
2. Obtain a certificate number.
3. Upload the completed, signed form here.

If exempt under law, upload a document clearly demonstrating your exemption (e.g., public stock listing, subsidiary documentation).

Failure to upload either the completed Form 1295 or proof of exemption will render your proposal **ineligible for award**.

## SB 571 Affidavit Upload

(Attachment required)

Vendor must complete and upload the **Employee and Service Provider Misconduct Affidavit** (SB 571 Affidavit).

- Access the official affidavit form here: <https://tea.texas.gov/texas-educators/investigations/preemployment-preservice-affidavit-tec-22a055.pdf>
- The affidavit must be downloaded, completed, and signed by an authorized officer of the company.
- Only one affidavit per vendor is required (not per employee).

Region 4 ESC cannot award a contract without this affidavit.

Failure to upload will result in **ineligibility for award**.

## VENDOR FORM: Certificate of Insurance (Accord)

(Attachment required)

(Attachment required)

All prospective vendors must complete this form, which can be found under the "Attachments" tab and upload it here as a PDF document.

## Deviation Form and Redlines

(Attachment required)

If proposing deviations, the Vendor must upload a Deviation Form and accompanying redlined copies of all documents with their requested deviations. Deviations presented only in narrative or informal form will not be considered. If not submitting any deviations, indicate so on the form with the respective selection.

**Region 4 ESC will presume the Vendor accepts all terms and conditions as set forth in the request for proposal by Region 4 ESC if the vendor fails to provide the deviations in the prescribed manner.**

\*NOTE: Any and all Deviations to any term or condition found in this RFP must be noted on this form. If desiring to provide multiple files, use a .ZIP file format (zipped folder).

## Open Records Policy

An upload to this Response Attachment is required **only if** you are requesting that any portion of your response be withheld in light of a public information request.

- Offeror must specify **page-by-page and line-by-line** the parts of the response which it believes are exempt.
- Offeror must include **detailed reasons** to substantiate the exemption(s).
- **Price is not confidential** and will not be withheld.
- All information believed to be a trade secret or proprietary must be listed in the upload.

If this information is presented in an alternative way (e.g., embedded in narrative response), **no assurance is made** that measures will be taken to secure this information.

Failure to provide the exemption list in strict accordance with these instructions will result in the information being treated as public information and released if requested under the Texas Public Information Act.

Reference: [Texas Public Information Act – Texas Government Code, Chapter 552](#)

## Bid Attributes

### 1 ALL ATTRIBUTE QUESTIONS MUST BE ANSWERED ON THE ATTRIBUTES TAB

Any attribute answer indicating to **SEE** or **REFER** to a different document will constitute an **UNRESPONSIVE** submission and will be disqualified.

☐ I understand.

(Required: Check all that apply)

### 2 CONTRACT DURATION

The initial term of the Contract is for a period of **one (1) year** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **four (4) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**3 COMPANY INFORMATION**

THE FOLLOWING ATTRIBUTES REQUEST INFORMATION ABOUT YOUR COMPANY, ITS REPRESENTATIVES, AND OTHER ASPECTS OF DOING BUSINESS.

**4 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL**  
  

(Required: Maximum 1000 characters allowed)

**5 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME**

(Required: Numbers only)

**6 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?**

(Required: Numbers only)

**7 WHAT ARE YOUR BUSINESS HOURS?**  
  

(Required: Maximum 1000 characters allowed)

**8 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?**

Provide your answer in number of DAYS after receipt of order (ARO).

  
  

(Required: Maximum 1000 characters allowed)

**9 ACCOUNT MANAGER NAME**

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

  
  

(Required: Maximum 1000 characters allowed)

**10 ACCOUNT MANAGER EMAIL**

(Required: Email address)

**11 ACCOUNT MANAGER PHONE**

ext:

(Required)

**1  
2** PAYMENT REMITTANCE ADDRESS

(Optional: Maximum 1000 characters allowed)

**1  
3** PAYMENT REMITTANCE PHONE

(\_\_\_\_) \_\_\_\_ - \_\_\_\_

ext: \_\_\_\_\_

(Optional)

**1  
4** CONTRACT/PURCHASE ORDER/QUOTE EMAIL

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

\_\_\_\_\_

(Optional: Email address)

**1  
5** CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE

If applicable, please provide a fax number to send orders and quote requests.

(\_\_\_\_) \_\_\_\_ - \_\_\_\_

ext: \_\_\_\_\_

(Optional)

**1  
6** REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Optional: Maximum 1000 characters allowed)

**1  
7** COMPANY WEBSITE ADDRESS, IF APPLICABLE

\_\_\_\_\_

(Optional: Enter URL)

**1  
8** HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Required: Maximum 1000 characters allowed)



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## PAST RELATIONSHIP WITH REGION 4 ESC

Please provide details of any current or previous business relationship with Region 4 ESC, including:

- Project(s)/Engagement(s)
- Date(s) of Project(s)/Engagement(s)
- Region 4 ESC Contact Person

If your company has not previously conducted business with Region 4 ESC, please enter "**N/A – No Prior Business with Region 4 ESC.**"

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(Required: Maximum 4000 characters allowed)

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## CLIENT REFERENCES

Vendor must submit three (3) client references for which they have provided comparable products and/or services. Please include the following information:

- Entity Name
- Contact Person
- Telephone Number
- Email
- Brief description of goods and/or services provided

It is recommended that vendors use school districts or local governmental agencies, if possible.

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## CLIENT REFERENCE #1

Please provide the following information pertaining to this client reference:

- Entity Name
- Contact Person
- Telephone Number
- Email Address
- Brief description of goods and/or services provided

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(Required: Maximum 4000 characters allowed)

# 2

- Entity Name
- Contact Person
- Telephone Number
- Email Address
- Brief description of goods and/or services provided

3

- Entity Name
- Contact Person
- Telephone Number
- Email Address
- Brief description of goods and/or services provided

4

- 5

\_\_\_\_\_

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2  
6**RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

 %

(Optional)

2  
7**PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☐ I understand.

(Required: Check if applicable)

2  
8**PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved Purchase Order. While campuses and departments may call for quotes and information, please be advised the Center is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☐ I understand.

(Required: Check if applicable)

2  
9**ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☐ I understand.

(Required: Check if applicable)

3  
0**OFFER AND CONTRACT SIGNATURE PAGE - \*\*\*DOCUMENT UPLOAD REQUIRED\*\*\***

Vendor acknowledges that the **Offer and Contract Signature page**, included as the final page of the initial Contract, must be completed, signed by an authorized officer of the Vendor, and uploaded with the proposal submission.

By checking this box, Vendor affirms understanding that failure to submit the signed form will render its proposal non-responsive and ineligible for award.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

3  
1**TERMS AND CERTIFICATIONS FOR ALL PROCUREMENTS**

THE FOLLOWING ATTRIBUTES WILL REQUIRE CERTIFICATION PERTAINING TO LOCAL AND STATE REQUIREMENTS OF CONTRACTING WITH REGION 4 ESC.

3  
2**GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

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**DEVIATIONS TO TERMS AND CONDITIONS - \*\*\*DOCUMENT UPLOAD MAY BE REQUIRED\*\*\***

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer **MUST** be documented and summarized on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. Preparation of deviations shall be at the bidder's sole expense. In addition to indicating the requested deviations on the form, deviations must be provided as redline copies of the document you wish to deviate from. No deviation will be considered valid unless submitted unless these redlined copies are provided. If no Deviations are proposed, indicate this on the form using the respective selection.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

**INDEMNIFICATION****Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, 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 the 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.

**Infringements**

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

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### DEBARMENT - TEXAS

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in Texas state agency contracts.

At the state level, the respondent certifies that it is not debarred by the Texas Comptroller of Public Accounts under Texas Government Code §§ 2262.055 or 2155.089, or under the Texas Administrative Code, Title 34, §§ 20.509 or 20.115.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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### APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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7

### CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services and products required by the Contract to Region 4 ESC, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Contract. Any statute, regulation, or legal requirement imposed during the Contract term shall be deemed incorporated into this Contract and shall govern Contractor's performance, regardless of whether such change was expressly agreed to at the time of award. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the Contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements, and guidelines.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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8

### EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

3  
9**OPEN RECORDS POLICY - \*\*\*DOCUMENT UPLOAD MAY BE REQUIRED\*\*\***

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

**OPTION A:** We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**OPTION B:** We declare that some of the information provided in this proposal response to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the respective "Response Attachments" Tab located in this online bidding event.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ **OPTION A** - No proprietary information    ☐ **OPTION B** - Proprietary information marked

*(Required: Check only one)*

4  
0**CONSENT TO RELEASE PROPOSAL TABULATION**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

4  
1**ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

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

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

**4 PRESERVATION OF CONTRACTING INFORMATION**

**2**

If Vendor 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 REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, 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 REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
  - (a) provide at no cost to REGION 4 ESC 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 REGION 4 ESC.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**4 CERTIFICATION OF NO SUBSTANTIAL INTEREST OR IMPROPER GIFTS (TEC §11.067, HB 210)**

**3**

Vendor certifies that, if applicable to the work performed under any Region 4 ESC contract or cooperative use, it will comply with House Bill 210, 89th Legislature, Regular Session, as codified in Texas Education Code §11.067.

Vendor affirms the following:

- 1. No member of a school district board of trustees or charter school governing body that may use this contract holds a substantial interest in the Vendor or in any subcontractor hired by the Vendor, defined as ownership of more than 10 percent of voting interest, profits, or capital gains.
- 2. No such board member is related within the second degree by blood or marriage (parents, children, siblings, grandparents, grandchildren, in-laws, etc.) to an individual who owns more than 10 percent of the Vendor's business.
- 3. No such board member has been given or promised gifts or free services exceeding \$250 in value by the Vendor.

Vendor further acknowledges that these prohibitions apply to Region 4 ESC contracts and extend to all cooperative use of such contracts by Texas districts, open-enrollment charters, and other eligible public entities. Vendor understands that violation of this statute may constitute both a criminal offense under Texas law and a material breach of contract subject to remedies including termination or removal from cooperative participation.

☐ I certify compliance with this attribute.

(Required: Check if applicable)



**CONFLICT OF INTEREST QUESTIONNAIRE - - \*\*\*DOCUMENT UPLOAD MAY REQUIRED\*\*\***

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

*"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

*"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

*"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.**

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

4  
5**DISCLOSURE OF INTERESTED PARTIES - \*\*\*DOCUMENT UPLOAD REQUIRED\*\*\***

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

**ADDITIONAL ACTION REQUIRED:**

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.**

**Such proof may be in the form of a public-facing stock ticker page, a document delineating parent/subsidiary relationships with an exempt company, or other forms of conspicuous proof of exemption.**

**THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:**

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

4  
6**EMPLOYEE AND SERVICE PROVIDER MISCONDUCT AFFIDAVIT - \*\*\*DOCUMENT UPLOAD REQUIRED\*\*\***

**By checking the box, Vendor certifies the following, as required under SB 571:**

**1. Who This Law Covers**

This law applies to all people working with a school, charter, or Education Service Center (ESC) – not just teachers. This includes contractors, subcontractors, volunteers, consultants, and service providers under Region 4 ESC cooperative contracts.

**2. Reporting Misconduct**

If Vendor becomes aware of, or has reason to suspect, misconduct (including abuse, neglect, sexual misconduct, inappropriate relationships, or other serious misconduct) by any of its employees, subcontractors, or agents working in or around schools, Vendor must report it within 48 hours to the Texas Education Agency (TEA) and to the purchasing entity. Vendor understands that failure to report may result in criminal penalties and may place the individual and/or Vendor on the TEA registry.

### 3. Do-Not-Hire Registry

Vendor must check the TEA Do-Not-Hire registry before assigning any staff to work under this contract. Vendor certifies that it will not employ, assign, or subcontract any person listed on the Do-Not-Hire registry in work related to Region 4 ESC contracts or cooperative purchasing use. Vendor agrees to remove and report immediately any employee or subcontractor who is later found to be on the registry.

### 4. Due Process and Investigations

Vendor understands that TEA has authority to investigate suspected misconduct, and may temporarily suspend or permanently ban individuals from working in schools. Vendor agrees to cooperate fully with Region 4 ESC, TEA, or any cooperative user (district/charter) in providing information needed for investigations.

### 5. Cooperative Scope

Vendor acknowledges that Region 4 ESC's contracts may be used by districts, open-enrollment charters, and other public entities statewide. Vendor agrees that these SB 571 requirements apply equally to work performed for Region 4 ESC and for any cooperative user of this contract.

### 6. Recordkeeping and Compliance

Vendor will maintain records showing compliance with these requirements, including documentation of registry checks and reporting actions, and will make these records available to Region 4 ESC or cooperative users upon request.

Vendor understands that violations may result in termination of the contract, removal from cooperative participation, and referral to TEA for possible action.

### **ADDITIONAL ACTION REQUIRED:**

**As required by Senate Bill 571 and Texas Education Code Chapter 22A, all vendors must complete and submit an affidavit prescribed by the Texas Education Agency (TEA). Region 4 ESC cannot award a contract without this document.**

#### Vendor Instructions:

1. Download the affidavit -Access the official affidavit form from the Texas Education Agency (TEA): <https://tea.texas.gov/texas-educators/investigations/preemployment-preservice-affidavit-tec-22a055.pdf>

#### 2. Complete the affidavit

The affidavit must be signed by an authorized officer or representative of the vendor company.

The affidavit applies to the entire vendor company and covers all employees, subcontractors, and agents assigned under Region 4 ESC contracts.

Do not submit multiple affidavits for each employee.

#### 3. Submit by upload into IonWave

Scan or save the completed affidavit as a PDF.

Go to the "Response Attachments" tab, which is located in the tabs to the right of this "Attributes" tab.

Locate the slot titled "SB 571 Affidavit Upload."

Upload your signed PDF affidavit into this slot before submitting your proposal.

**Reminder:** Failure to upload the signed TEA affidavit will make the vendor ineligible for award under this solicitation. Vendors may be required to resubmit the affidavit annually for multi-year contracts. Region 4 ESC may request updated affidavits if ownership or company status changes.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

4  
7**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

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

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

☐ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation ☐ Felon - person/owner IS a convicted felon

(Required: Check only one)

4  
8**NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

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(Required: Maximum 1000 characters allowed)

4  
9**CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

**Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.**

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**50 ENTITIES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**51 FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC 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. Respondent certifies that it not ineligible to receive the contract.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**52 FIREARMS 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 Region 4 ESC.

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

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**53 ENERGY COMPANY BOYCOTT PROHIBITED**

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 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 Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**54 CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

*EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*

*The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

**55 TEXAS EDUCATION CODE §11.005 – DIVERSITY, EQUITY, AND INCLUSION (DEI) DUTIES**

Vendor certifies that, if applicable to the work performed under any Region 4 ESC contract or cooperative use, it will comply with Senate Bill 1515, 88th Legislature, Regular Session, as codified in Texas Education Code §11.005. Vendor affirms that it will not perform or assign DEI duties prohibited by law, except where required by federal or state nondiscrimination law; that it will not compel, solicit, or evaluate any person based on the provision of a DEI statement; and that it will ensure all subcontractors, agents, and assigns likewise refrain from such prohibited practices.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

**56 EQUAL TREATMENT OF ALL PERSONS**

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.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

**57 TEXAS EDUCATION CODE §11.401 – ASSISTANCE WITH SOCIAL TRANSITIONING**

Vendor certifies that, if applicable to the work performed under any Region 4 ESC contract or cooperative use, it will comply with Senate Bill 1515, 88th Legislature, Regular Session, as codified in Texas Education Code §11.401. Vendor affirms that it will not assist or provide guidance, resources, or materials intended to encourage or support a student in adopting a gender identity different from the student's biological sex at birth, and that it will ensure that subcontractors, agents, and assigns are equally bound by this prohibition.

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

5  
8**MANDATED CONTRACTOR REPRESENTATION ON BINARY SEX AND PRONOUN USAGE**

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 certify compliance with this attribute.

(Required: Check if applicable)

5  
9**TEXAS EDUCATION CODE §28.0043 – INSTRUCTION REGARDING SEXUAL ORIENTATION AND GENDER IDENTITY**

Vendor certifies that, if applicable to the work performed under any Region 4 ESC contract or cooperative use, it will comply with Senate Bill 1515, 88th Legislature, Regular Session, as codified in Texas Education Code §28.0043. Vendor affirms that it will not provide or permit third parties to provide instruction, guidance, or programming on matters of sexual orientation or gender identity to PK–12 students, except as expressly authorized by law; that any instructional services offered under this contract will be consistent with curriculum standards adopted by the State Board of Education and applicable district or charter policies; and that it acknowledges cooperative users rely on this certification in contracting under Region 4 ESC agreements.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

6  
0**TEXAS EDUCATION CODE CHAPTER 26 – PARENTAL RIGHTS AND ACCESS TO INFORMATION**

Vendor certifies that, if applicable to the work performed under any Region 4 ESC contract or cooperative use, it will comply with Senate Bill 1515, 88th Legislature, Regular Session, as codified in Texas Education Code Chapter 26. Vendor affirms that it will respect parental rights of access to instructional materials, student records, and information about school activities; that it will not encourage or assist a student in withholding information from parents regarding the student's education, mental health, or physical well-being, except as expressly permitted by law; and that it will ensure that any required parental consent is obtained by the purchasing entity prior to providing psychological, medical, biometric, health-related services, or human sexuality instruction.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

6  
1**FEDERAL CERTIFICATIONS**

THE FOLLOWING ATTRIBUTES WILL REQUIRE CERTIFICATION PERTAINING TO FEDERAL REQUIREMENTS OF CONTRACTING WITH REGION 4 ESC.

6  
2**ONGOING APPLICABILITY OF FEDERAL CERTIFICATIONS**

Vendor acknowledges and agrees that all certifications and contract provisions required under 2 CFR Part 200, Appendix II (and any related provisions of the Uniform Guidance) are ongoing obligations throughout the Contract term. Any statute, regulation, guidance, or certification requirement imposed or amended under Appendix II during the Contract term shall be deemed incorporated into this Contract and shall govern Vendor's performance, regardless of whether such change was expressly agreed to at the time of award. Vendor shall promptly comply with any such changes, and Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate such modifications as necessary for compliance.

☐ I certify compliance with this attribute.

(Required: Check if applicable)

**6  
3** **FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☐ I certify compliance with this attribute.  
(Required: Check if applicable)

**6  
4** **FEDERAL RULE (B) - TERMINATION CONDITIONS**

**(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

*Pursuant to Federal Rule (B) above, when federal funds in excess of \$10,000 are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

☐ I certify compliance with this attribute.  
(Required: Check if applicable)

**6  
5** **FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY**

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

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

☐ I certify compliance with this attribute.  
(Required: Check if applicable)



**6** **FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT**

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (D) above, when federal funds are expended by REGION 4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

**6** **FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

**6** **FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

**(F)** 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.

*Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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## FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

**(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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## FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

**(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties 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), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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1** **FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

**(I)** (31 U.S.C. 1352)—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. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 certificate 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.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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2**FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962), and the implementing regulations at 2 C.F.R. § 200.323. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (J) above, when federal funds are expended by REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)) and 2 C.F.R. § 200.323(b), the vendor certifies, by checking the box in the bid portal (or signing this document, if applicable), that: (a) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by applicable contract specifications or other contractual requirements; and (b) to the greatest extent practicable and consistent with law, products and services offered will include those that are reusable, refurbished, recycled, contain recycled content, are biobased, are energy- and water-efficient, or otherwise sustainable, including items that reduce reliance on single-use plastics, consistent with Executive Order 14057.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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3**FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT****(K)**

When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with 2 C.F.R. § 200.216 and section 889 of Public Law 115-232. These provisions prohibit obligating or expending Federal loan or grant funds to: (1) procure or obtain covered telecommunications equipment or services; (2) extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

“Covered telecommunications equipment or services” includes, but is not limited to: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) 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) when used for public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (c) telecommunications or video surveillance services provided by such entities or using such equipment; and (d) any equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be owned or controlled by, or otherwise connected to, the government of a covered foreign country. Covered telecommunications equipment or services also include systems that use such equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*Pursuant to Federal Rule (K) above, when federal funds are expended by REGION 4 ESC, the vendor certifies, by checking the box in the bid portal (or signing this document, if applicable), that it will not purchase, procure, obtain, or provide equipment, services, or systems that use covered telecommunications equipment or services as defined herein.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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4**FEDERAL RULE (L) - DOMESTIC PREFERENCE FOR PROCUREMENTS**

(L)When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with 2 C.F.R. § 200.322. To the greatest extent practicable and consistent with law, REGION 4 ESC has 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, contracts, and purchase orders under Federal awards.

For purposes of this requirement:

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" include 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 financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 C.F.R. part 184.

*Pursuant to Federal Rule (L) above, when federal funds are expended by REGION 4 ESC, the vendor certifies, by checking the box in the bid portal (or signing this document, if applicable), that it will comply with all applicable domestic preference requirements under 2 C.F.R. § 200.322, including the Buy American Act and Buy America provisions, to the greatest extent practicable under a Federal award. Purchases made with non-federal funds or grants are excluded from this requirement.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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5**FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with 2 C.F.R. § 200.321. To the greatest extent practicable, contractors are required to take affirmative steps to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered for subcontracting opportunities. Such affirmative steps include:

1. Placing qualified small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms on solicitation lists;
2. Assuring that these business types are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation;
4. Establishing delivery schedules, where the requirement permits, which encourage participation;
5. Using the services and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring contractors under a Federal award to apply these requirements to all subcontracts.

*By checking the respective box, the vendor certifies that it will comply with the requirements of 2 C.F.R. § 200.321, including applying these affirmative steps in any subcontracting under this award.*

☐ I certify compliance with this attribute.

*(Required: Check if applicable)*

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6** **FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☐ I certify compliance with this attribute.  
(Required: Check if applicable)

**Bid Lines****1 Dedicated Exchange Maintenance & Support Team**

(Response required)

Quantity: 12 UOM: Month Price: \$  Total: \$

Item Notes: Provide your fixed monthly price for the proposed Maintenance and Support Team necessary to fulfill the requirements of this solicitation.

Supplier Notes:

☐ No bid  
☐ Additional notes  
(Attach separate sheet)

**2 Part-time - Project Manager/QA**

(Response required)

Quantity: 1 UOM: Hourly Rate Price: \$  Total: \$

Item Notes: Vendor may provide a range of price PER HOUR in additional notes.

Supplier Notes:

☐ No bid  
☐ Additional notes  
(Attach separate sheet)

**3 Full-time - Maintenance Dev 1 - Back-end**

(Response required)

Quantity: 1 UOM: Hourly Rate Price: \$  Total: \$

Item Notes: Vendor may provide a range of price PER HOUR in additional notes.

Supplier Notes:

☐ No bid  
☐ Additional notes  
(Attach separate sheet)

**4 Part-time - Maintenance Dev 2 - UX**

(Response required)

Quantity: 1 UOM: Hourly Rate Price: \$  Total: \$

Item Notes: Vendor may provide a range of price PER HOUR in additional notes.

Supplier Notes:

☐ No bid  
☐ Additional notes  
(Attach separate sheet)

**5 Part-time - DevOps***(Response required)*Quantity:   1   UOM: Hourly Rate Price:  Total: 

Item Notes: Vendor may provide a range of price PER HOUR in additional notes.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_☐ No bid  
☐ Additional notes  
(Attach separate sheet)**6 Part-time - Program Management***(Response required)*Quantity:   1   UOM: Hourly Rate Price:  Total: 

Item Notes: Vendor may provide a range of price PER HOUR in additional notes.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_☐ No bid  
☐ Additional notes  
(Attach separate sheet)**7 Additional Development Services***(Response required)*Quantity:   1   UOM: Hour Price:  Total: 

Item Notes: Vendor may provide a range of price PER HOUR in attribute below.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_☐ No bid  
☐ Additional notes  
(Attach separate sheet)**8 Additional Project Management Services***(Response required)*Quantity:   1   UOM: Hour Price:  Total: 

Item Notes: Vendor may provide a range of price PER HOUR in attribute below.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_☐ No bid  
☐ Additional notes  
(Attach separate sheet)**9 Additional DevOps Services***(Response required)*Quantity:   1   UOM: Hour Price:  Total: 

Item Notes: Vendor may provide a range of price PER HOUR in attribute below.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_☐ No bid  
☐ Additional notes  
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By electronically signing and submitting this proposal, the VENDOR and their authorized representatives affirm that they have thoroughly reviewed and fully understand the terms, conditions, requirements, and specifications outlined in this invitation for proposals. The VENDOR acknowledges that it is their responsibility to obtain any necessary clarifications or additional information prior to submission. The VENDOR certifies that all information provided is accurate and complete, and they accept full responsibility for any inaccuracies or omissions in their proposal. The digital signature signifies the VENDOR's commitment to abide by all stipulations of this proposal invitation. The VENDOR understands and agrees that submission of this electronic proposal constitutes acceptance of all terms and conditions contained herein, and no claims of error, omission, or misunderstanding will be entertained by the Center. The law provides no allowances for errors made by the VENDOR, and relief will not be granted based on a plea of ignorance or misunderstanding of the requirements.

Print Name

Signature