

EDUCATION SERVICE CENTER, REGION 20

1314 Hines Avenue
San Antonio, Texas 78208
Telephone: (210) 370-5204
www.esc20.net

May 2, 2025

Please respond to the following not later than 2:00 p.m., May 29, 2025.

Request for Quotations be marked No. 2500068

Vendor Name: _____

RFQ: Outcomes Based Contracting - Cohort

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PRICE - F.O.B. - Destination

Education Service Center, Region 20 (ESC-20) is evaluating and considering contracting with a company or individual to provide OUTCOMES BASED CONTRACTING - COHORT services. Therefore, Education Service Center, Region 20 (ESC-20) is requesting information on Outcomes Based Contracting - Cohort -- #RFQ-2500068, as per the attached specifications, terms and conditions. Responses will be accepted by ESC, Region 20 until 2:00 p.m. local time, May 29, 2025.

Faxed or emailed responses will not be considered. By submitting a response, Responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to the established deadline at the address listed in the box below. Responses must be plainly marked on outside of envelope:

<p>Jim Metzger, Coordinator Business and Human Resource Services Education Service Center, Region 20 1314 Hines Avenue San Antonio, TX 78208</p>	<p><u>RFQ #2500068</u> Outcomes Based Contracting - Cohort Response Deadline 2:00 p.m. May 29, 2025</p>
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Responses must be submitted on the forms provided or response may be rejected. Only responses received by the date and time specified will be considered. **PRICE, QUALITY, AND SUITABILITY**: It is not the policy of Education Service Center, Region 20 to purchase services on the basis of low price alone; quality and suitability to purpose are also taken into consideration. When providing cost data, please quote lowest possible net price after all trade discounts have been deducted. Term discount, if any, must be indicated on **Deviation Statement & Signature Page and will be considered.**

Vendors who do not respond are requested to submit a "no response on proposal request" to Education Service Center, Region 20, Purchasing Department, in writing if they wish to receive future requests. Failure to do so may result in their being deleted from our vendor list. Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

The ESC-20 Board of Directors may approve awarding of this proposal at an upcoming meeting.

Company _____

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1.0 SCOPE OF SERVICES

Background

Education Service Center, Region 20 (ESC-20) is one of 20 regional education service agencies within Texas that provides an array of programs and services to school districts in an effort to assist districts in improving student performance and increasing the efficiency and effectiveness of school operations. ESC-20 is located in Bexar County and serves the South Central region of the state.

Scope of Services

Education Service Center, Region 20, (ESC-20) in partnership with the Texas Education Agency, seeks Request for Qualifications (RFQ) for potential organizations and their proposed coaches qualified to serve as a partner to manage a statewide cohort of school systems interested in implementing Outcomes-Based Contracting (OBC) in Texas. *The budget for this project is not to exceed \$175,000 for the duration of the contract, to be paid overtime, upon completion of key milestones. Extension of this contract and/or additional cohorts are contingent upon availability of future funding sources.*

The purpose of this RFQ is to establish a pool of pre-qualified coaches and their organizations that can be contracted with on an as needed basis for the Outcomes Based Contracting - Cohort. As a result of this RFQ, a list will be compiled of qualified organizations who have strong experience and expertise related to:

- Statewide Cohort Management
- Launching a Cohort Model
- Community of Practice Facilitation
- Coaching and Site Support
- District Site Visits
- Presenting at the Annual Summit
- Data Review
- Resource Management
- Case Study Creation

Specific Expectations and Deliverables (Unless otherwise noted specific dates for deliverables will be determined as agreed upon by ESC-20 and the provider. Date approximations are provided when specific dates are not known)

- **Statewide Cohort Management:**
Oversee and facilitate a cohort of up to 8 LEAs focused on implementing Outcomes-Based Contracting (OBC) in Texas.
- **Cohort Launch:**
Kickoff planned for October 2025, including either a two-day in-person workshop or a series of seven virtual workshops over 10 months.
- **Summit Participation:**
Participate in the annual tutoring summit. To include facilitating sessions involving insights and progress on OBC implementation. General information about the OBC process or sharing of case studies via panels and the like.
 - 1st scheduled date October 1st and 2nd 2025 @ ESC-20. future dates TBD
- **Coaching and Site Support:**
Provide virtual coaching sessions throughout the cohort and conduct one in-person site visit per LEA (Fall 2026).
- **School Systems Site Visits:**
Facilitate learning visits for cohort members to other OBC-participating districts (Spring 2026).
- **Final Data Review:**
Conduct a virtual closeout session with all participants to review cohort outcomes (Summer 2027).

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- **Resource Development:**
Develop and share example RFP and contract templates tailored for Texas LEAs.
 - **Case Study Creation:**
Produce one case study highlighting early successes in OBC through strong tutoring support.

1st Term: Award Date until August 2027

2nd Term: September 2027 until August 2028

2.0 SPECIAL CONDITIONS

- a) ESC-20 will consider alternates, but reserves the right to be the sole judge to determine which response offers the best value in meeting the needs of ESC-20.
- b) Services will be purchased as needs arise and funding allows.
- c) ESC-20 shall be sole interpreter of the terms, conditions, specifications and performance requirements contained herein.
- d) The transfer or assignment of contracts is prohibited.
- e) All charges are to be included in respondent prices.
- f) **COMPLIANCE WITH LAW:** The respondent will be responsible for compliance with all applicable local, state, and federal laws.
- g) Significant changes or necessary items not covered in proposal may be added to this contract at the discretion of ESC-20.
- h) Specifications as written meet ESC-20's minimum standards as to the usage, materials, and contents for our needs and requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. ESC-20 will be the sole judge of specification equivalency.
- i) ESC-20 will make no guarantee to purchase services.

3.0 GENERAL TERMS

Company _____

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- a) All contracts and agreements between vendors and Education Service Center, Region 20 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.
- b) Responders are advised that ESC-20 contracts are subject to all legal requirements provided for in the Texas Senate Bill 1, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Open Records Act, Article 6252-17a VTCS.
- c) If product and/or service provided are not satisfactory to ESC-20, agreement can be terminated at any time upon a 30-day written notice.
- d) ESC-20 reserves the right to all warranties, express and implied.
- e) All parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.
- f) Patented or copyright protected items: Vendor agrees to protect ESC-20 from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
- g) It is understood and agreed that Education Service Center, Region 20 reserves the right to make minor modifications to conditions of this proposal due to unforeseen circumstances.
- h) **RESPONSES MUST BE MADE ON THE ENCLOSED SHEETS.**
- i) This proposal may be awarded to multiple vendors.
- j) **TERMINATION FOR CONVENIENCE.** Either party to this agreement may terminate this agreement upon 30 days written notice of such termination.
- k) **TERMINATION FOR CAUSE.** ESC-20 may at its option immediately terminate this agreement by giving 30 day written notice of termination to the Contractor on the occurrence of any of the following.
 - (a) The willful breach of this Agreement by the Contractor in the course of engagement, unless by ESC-20.
 - (b) The habitual neglect by the Contractor of its duties, unless waived by ESC-20.
- l) **KICKBACKS.** It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.
- m) **RIGHTS TO INVENTIONS.** The Contractor agrees to be compliant with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants and Contracts.
- n) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** The Contractor agrees to be compliant with the Clean Air Act and the Federal Water Pollution Control Act and their implementing regulations.
- p) **ENERGY POLICY AND CONSERVATION ACT.** The Contractor agrees to be compliant with the Energy Policy and Conservation Act pertaining to mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan.
- q) **DEBARMENT OR SUSPENSION.** The Contractor certifies that neither they nor their subcontractor is debarred or suspended from receiving federal funds.
- r) **LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING (BYRD ANTI- LOBBYING AMENDMENT).** The Contractor certifies that it has not and will not use any federal funds to lobby. If *non*-federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying and forward the disclosure to the next tier, who must forward it through each tier to the federal awarding agency.
- s) **COPYRIGHT.** All contracts paid from state or federal grants administered by TEA must retain copyright for the Texas Education Agency (TEA) and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
- t) **SOLID WASTE DISPOSAL ACT AND ITS IMPLEMENTING REGULATIONS.** The Contractor certifies that it is compliant with section 6002 of the Solid Waste Disposal Act and its implementing regulations. 2 CFR § 200.322.
- u) **PROFIT AS A SEPARATE ELEMENT OF PRICE.** For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price; 2 CFR 200.323(b).
- v) **EQUAL EMPLOYMENT OPPORTUNITY.** 41 CFR 60-1.4(b) is hereby incorporated by reference.
- w) **DAVIS-BACON ACT.** For all Cooperative member prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). Vendor further agrees to that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).

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- x) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5).
- y) Compliance with Texas Government Code 2252 and 2270 – I, the vendor, am in compliance with all applicable provisions of Government Codes 2252 & 2270. This code requires vendors agree to NOT boycott Israel or do business with companies that boycott Israel. In addition vendor cannot do business with Iran, Sudan or a known terrorist organization. By submitting a response to the proposal, vendor certifies compliance with this code.
- y) NON-COLLUSION STATEMENT. The vendor affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of a proposal. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract.
- z) RECORD RETENTION. When federal funds are expended by Cooperative and all Cooperative members for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2CFR 200.333. The vendor further certifies that vendor will retain all records as required by CFR 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- aa) BUY AMERICAN ACT. Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.
- bb) LEGAL REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000 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 such sanctions and penalties as appropriate. Pursuant to Federal Rules (A) above, when federal funds are expended by Cooperative and all Cooperative members, Cooperative and all Cooperative members 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.

4.0 CONTACT

All questions should be directed between 8:00 a.m. and 4:30 p.m., Monday through Friday to:

General Questions	Jim Metzger	210-370-5204	jim.metzger@esc20.net
Technical Question	Carolyn Castillo	210-370-5490	carolyn.castillo@esc20.net
Technical Question	Colby Self		Colby.self@tea.texas.gov

5.0 REFERENCES

Company _____

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This list must include current clients. This list may be placed in a separate envelope and labeled "PROPRIETARY" and is not subject to public view. Failure to provide references may cause proposal to be considered non-responsive.

Company: _____

Contact Person: _____

Phone number: _____

Address: _____

City/St: _____

Company: _____

Contact Person: _____

Phone number: _____

Address: _____

City/St: _____

Company: _____

Contact Person: _____

Phone number: _____

Address: _____

City/St: _____

6.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS

ESC-20 reserves the right to accept or reject any or all responses, to waive any technicality or irregularity in response submitted, and to accept or reject any part of a response as deemed to be in the best interest of ESC-20. Responses may be withdrawn at any time prior to the final due date. Alternations made before opening time must be initialed by Respondent guaranteeing authenticity. Upon approval of ESC-20, responses may be withdrawn for obvious miscalculations or industry-wide conditions. Responses received after the time set for the opening will be declared late and will be considered ineligible for opening and consideration. ESC-20 is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries may be held unopened. Respondents will be advised by mail that the proposal was late and not accepted and will be allowed to pick up the proposal package or furnish a "call tag" and have the package picked up by a courier.

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7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

ESC-20 is willing to assist any Respondent in the interpretation of request provisions or explanation of how request forms are to be completed. Assistance can be received by visiting the ESC-20, Business Office, 1314 Hines Avenue; or calling (210) 370-5204. If any person contemplating submitting a response to this request is in doubt as to the true meaning of the specifications, or other documents or any part thereof, he/she may submit a written request for clarification to Jim Metzger, Purchasing Coordinator, 1314 Hines Avenue, San Antonio, TX 78208 at least seven working days prior to scheduled deadline. Any interpretation of the request for proposal, if made, will be made only by Addendum duly issued, faxed, mailed or delivered to each person receiving a proposal. ESC-20 will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this request must be filed in writing with the Associate Director of Business and Human Resource Services.

8.0 EVALUATION and AWARD OF CONTRACT

a) Response evaluation shall be based on, but not necessarily limited to the following factors:

- Pricing
- Ability to meet delivery requirements
- Flexibility
- Reputation of the vendor and of the vendor's services
- Extent to which the services meet the needs of ESC-20
- Vendor's past relationship with ESC-20
- Vendor's prior support of related/relevant initiatives, particularly within the state of Texas
- Other relevant factors that a private business entity would consider in selecting a vendor
- Company and personnel qualifications including a résumé and a list of references for which the Bidder is providing similar services

- **The following criteria will be used for evaluating proposals (points):**
 - **Executive Summary: (5 points)**
 - **Reference List: (5 points)**
 - **Resumes: (5 points)**
 - **Narrative: (80 Points)**
 - **Understanding of Outcomes Based Contracting- 15 points**
 - **Statewide Cohort Management Experience-15 points**
 - **Launching a Cohort Model Experience-10 points**
 - **Community of Practice Facilitation Experience-10 points**
 - **Coaching and Site Support Experience-5 points**
 - **Data Review Experience- 5 points**
 - **Resource Management Experience- 5 points**
 - **Case Study Creation Experience- 5 points**
 - **Monitoring and Evaluation- 10 points**
 - **Proposed Pricing Structure: (25 points)**

Proposed Pricing Structure:

- Please see the attached Task Chart. Edit deliverables and indicate pricing structure. Reminder, the budget is not to exceed \$175,000

Company _____

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b) After responses are opened, ESC-20 will check each response for the presence or absence of required information in conformance with the submittal requirements of this response. These submittal requirements are obligatory. If the response fails to meet any requirements to the request for proposal specifications, such failures will be noted and documented in a formal deficiency report by the purchasing staff. ESC-20 will evaluate each response to assure consistency among the various sections within the request for proposal. Any items that are inconsistent or appear contradictory will be evaluated to determine if they should be classified as material deviations.

c) Timeline for Evaluation and Notifications:

The evaluation process will occur following the May 29, 2025 proposal opening. Vendor(s) recommended for award should be recommended for award at the June 2025 ESC-20 Board Meeting. Awarded Vendor(s) will be notified of the award following the ESC-20 Board Meeting.

Company _____

9.0 ACKNOWLEDGEMENT OF ADDENDA:

The offeror acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

Addendum No.			
Date			

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum, delivered to all parties, which ESC-20 shows as having received a copy of the solicitation.

Company _____

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10.0 PROPOSAL

Organization's General Skills

Respondents should submit evidence demonstrating the ability to execute the following general skills:

- **Ability to plan, coordinate, and execute multi-phase programs over extended timeframes (Oct 2025– Summer 2027).**
- **Strong timeline and milestone tracking to ensure delivery of workshops, coaching, site visits, and deliverables.**
- **Proficiency in using project management tools to manage complex logistics and stakeholder communications.**
- **Capacity to collect, analyze, and synthesize data across multiple LEAs to measure the success of OBC initiatives**
- **Strong interpersonal skills to build trust with LEAs, ESC-20 staff, TEA, and third-party partners.**
- **Agility to adjust to changing needs, schedules, and feedback from LEAs or the TEA.**
- **Strong problem-solving skills to troubleshoot issues as they arise and propose actionable solutions.**

Shared Learning Events

In addition to the work supporting the districts in the Texas Cohort, the organization will also be required to attend the following events to remain eligible to support a district in the Cohort:

- **Beginning October 2025:**
 - **One two-day workshop (face to-face) OR seven virtual workshops across 10 months where district leaders learn side-by-side how to utilize OBC as a model for maximizing fiscal responsibility and ensuring quality implementation that leads to positive student outcomes**
- **March 2026:**
 - **A shared site visit with other OBC districts to learn about and observe the implementation of services under an OBC in action. Throughout the Cohort: One-hour virtual coaching sessions and guidance from national OBC experts shall be required to facilitate.**
- **Fall 2026: Partner Visits:**
 - **One partner visit to each district, including representatives from the OBC team, ESC, and the LEA's provider**
- **Summer 2027:**
 - **Review final data with LEA, close out the cohort**
 -

Key Target Dates

Company _____

Below activities and dates are subject to change.

Activity	Timeline
Deadline for RFQ submission	May 29, 2025
Initial Review of Submission of Qualifications	May 29 to June 18, 2025
Region 20 Board Meeting	June 25, 2025
Notification of Approved Organization	June 26, 2025
District Selection and Coach Matching Period for Pilot	July – August 2025
Vendor plans the LEA Onboarding process	April-May 2025
TEA OBC Cohort Begins	October 2025 - June 2027
Vendor presents OBC at the Tutoring Summit	October 2025

Contract Term

The terms and conditions of this RFQ and the subsequent contract for services are approximately for June 2025 – August 2027. The start and end dates are subject to change based on key activity completion noted above. Upon successful completion of the requirements of this RFQ, including but not limited to, contract requirements and project quality, this contract may be renewed for one additional year.

Conditions for Submission of Qualifications

1. Title Page
 - a. Include organization name, coach applicant(s) name and title, contact information, and the date
2. Table of Contents
 - a. Include a table of contents to outline sections of the written proposal as well as an overview of the attachments included as part of the submission
3. Executive Summary
 - a. Include the history and leadership of the organization
4. Reference List
 - a. Include the names and contact information for 3 references in which you have provided the types of services described. Provide a brief description of the engagements with these references, highlighting the areas in which the scope of those services intersects with the scope of services outlined in this solicitation
5. Resumes
 - a. Include the resumes for (1) the relevant head executive of the organization, (2) proposed coaches and (3) any additional support staff that will be directly supporting districts (e.g., providing data diagnostic support, project management, etc.). The resumes included in the RFQ response must:
 - i. Contain position, title, begin and end dates, location, organization, supervisor name, and primary responsibilities

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6. Narrative

a. **Write a description (in your own words) of your understanding of the following components and describe the work that takes place under each. Please link or provide relevant artifacts demonstrating past demonstration of these services after each section.**

b. **Understanding of Outcomes Based Contracting:**

i. **Look for a comprehensive explanation of outcomes-based contracting, including its benefits and challenges. Artifacts might include previous contracts, case studies, or performance reports.**

c. **Statewide Cohort Management**

i. **Prior experience leading statewide cohorts in other states.**

ii. **Experience with Texas school systems is a plus. Look for familiarity with Texas education policies and practices**

d. **Launching a Cohort Model**

i. **Prior experience launching and conducting cohorts with school systems and vendors is a plus. Experience in initiating and managing cohorts, including recruitment, training, and support.**

Experience with Texas school systems is a plus

e. **Community of Practice Facilitation**

i. **Prior experience launching and conducting community of practice facilitation with school systems and vendors is a plus.**

ii. **Experience with Texas school systems is a plus. Look for familiarity with Texas education policies and practices**

f. **Coaching and Site Support**

i. **Prior experience in providing coaching and on-site support, including personalized guidance and troubleshooting. Artifacts might include coaching plans, support logs, or feedback surveys.**

g. **Data Review**

i. **Prior experience in analyzing and interpreting data to inform decision-making. Artifacts might include data reports, analysis summaries, or evaluation reports.**

h. **Resource Management**

i. **Prior experience in managing resources effectively, including budgeting, allocation, and tracking. Resources that have been produced and made available to cohort participants. Prior Texas specific resources are a plus. Diversity in OBC types also a plus,(i.e. tutoring, edtech, professional learnings etc.)**

i. **Case Study Creation**

Company _____

- i. **Prior experience in developing detailed case studies that highlight successes and lessons learned. Artifacts might include published case studies, project summaries, or evaluation reports. Any case studies specific to Texas school systems or region a plus.**

j. Monitoring and Evaluation

- i. **Please share your plan for cohort monitoring and evaluation. Please include any agenda, scope and sequence of meetings, site visits, rubrics, tools etc. you plan to use. If a tool is not developed yet or available, please briefly describe the tool/resource.**
- ii. **What metrics would you use as part of an evaluation with ESC-20 to say a cohort participant is on track (formatively) and in a summative evaluation successfully completed the OBC cohort.**
- iii. **What are some specific challenges you anticipate school systems may face that are unique to Texas that you would need to ensure you are mitigating for if any.**
- iv. **What measures will be put in place to ensure continued support and progress for cohort participants after the cohort ends?**
- v. **What are your organizational goals coming out of a statewide OBC cohort?**

11.0 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**".
- I certify that my company qualifies as a "**nonresident Bidder**".

If you qualify as a "**nonresident Bidder**," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

City	State	Zip Code
------	-------	----------

Company Name	Address
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12.0 UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?

- Yes No If yes, when: _____

13.0 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics

Company _____

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Commission's online filing application, printed out, signed, notarized, and returned with this proposal)

ESC, REGION 20 is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits ESC, REGION 20 and potentially cooperative members from entering into a contract resulting from this RFQ with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to ESC, REGION 20 at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **"Business Entity"** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).
- (2) **"Interested Party"** means a person:
 - a) who has a controlling interest in a business entity with whom ESC, REGION 20 contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).
- (3) **"Controlling interest"** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **"Intermediary"** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person's participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a "business entity," all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert "ESC, Region 20"
 - In Section 3, insert the ESC, REGION 20 RFQ #2500068 for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed, signed, Form 1295, with the certification of filing, along with this proposal.
- (5) **Vendor is exempt from filling out Form 1295 if** they are a publicly traded business entity, including a wholly owned subsidiary of the business entity. If you fall into this category please indicate below to verify that you did not fill out Form 1295 and reason why.
Exempt? Reason: _____

ESC, REGION 20 must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After ESC, REGION 20 acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from ESC, REGION 20.

14.0 DEVIATION or COMPLIANCE NOTATION, FELONY NOTIFICATION & SIGNATURE PAGE

DEVIATIONS: In the event the undersigned Respondent intends to **deviate** from the general terms and conditions or specifications contrary to those listed in the "Terms and Conditions", "Specifications" and other information attached hereto, all such deviations must be **listed on this**

Company _____

page, with complete and detailed conditions and information also being attached (attach additional pages as necessary). **Vendors must list all specifications for item(s) bid that differ from any specifications/brands listed in proposal.** ESC-20 will be the sole judge to determine if deviations are acceptable in meeting the needs of ESC-20.

NO DEVIATIONS: In the absence of any deviation entry on this form, the Bidder assures Education Service Center, Region 20 of their **full compliance** with the Terms and Conditions, Specifications, and information contained in this proposal.

ALL bidders MUST COMPLETE this page (check appropriate box)
SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.

Our response is submitted according to (check appropriate box):

- Deviations listed** **See Attached letter for Deviations** **No Deviations**

Having carefully examined the Request for Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

FELONY NOTIFICATION

Also, pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is _____ /is not _____ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly-held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.

NOTE - Use this form. If necessary to go into details, attach a letter.

Exclude Federal and State Taxes.

The right is reserved to accept or reject

The quotation on each item separately or as a whole.

Proposals received after the time and date specified will not be accepted.

Term Discount: _____ Date: _____

COMPANY _____

SIGNATURE _____
(Must be able to sign contracts to obligate company)

TYPED NAME _____

TITLE _____

ADDRESS _____

Email Address: _____

PHONE (____) _____ FAX (____) _____

Task #	Task / Activity	Deliverables	Deliverable Type	Deliverable Acceptance Criteria	Timeline (dates below may be updated upon ESC-20 prior written approval)	Fall 2025/Spring 2026		Fall 2026/ Spring 2027	
						FY 2026	Budget	FY 2027	Budget
1 Statewide Cohort Management									
1.1	Oversee and facilitate a cohort of up to 8 LEAs focused on implementing Outcomes-Based Contracting (OBC) in Texas.	Kickoff Meeting Agenda Implementation Plan Progress Reports	Presentation Materials, Progress Tracking and Reporting	Kickoff Meeting Agenda: Detailed agenda for the initial meeting with the cohort. Implementation Plan: A comprehensive plan outlining the steps each LEA will take to implement OBC. Progress Reports: Regular updates on the progress of each LEA in implementing OBC, including challenges and successes. Final Report: A detailed report summarizing the outcomes, lessons learned, and recommendations for future OBC initiatives.					
2 Cohort Launch									
2.1	Kickoff planned for October 2025, including either a two-day in-person workshop or a series of seven virtual workshops over 10 months.	Workshop Agenda and Materials Attendance Records Recordings (if virtual) Participation Feedback	Presentation Materials, Attendance Records, Recordings, Feedback/Surveys	Workshop Agendas: Detailed agendas for the two-day in-person workshop or each of the seven virtual workshops. Workshop Materials: Presentation slides, handouts, and other materials used during the workshops. Attendance Records: Lists of participants for each workshop session. Workshop Recordings: Video recordings of the virtual workshops (if virtual option selected). Participant Feedback: Surveys or feedback forms collected from participants after each workshop.	October 2025				
3 Summit Participation									
3.1	Participate in the annual tutoring summit. This should include facilitating sessions involving insights and progress on OBC implementation, general information about the OBC process, or sharing of case studies via panels, workshops, etc.	Session Agendas Presentation Materials Participant Feedback	Agendas, Presentation Materials, Feedback/Surveys	Session Agendas: Detailed agendas and session descriptions for each session facilitated at the summit. Presentation Materials: Slides, handouts, and other materials used during the sessions. Participant Feedback: Surveys or feedback forms collected from attendees after each session.	October 2025				
4 Coaching and Site Support									
4.1	Provide virtual coaching sessions throughout the cohort and conduct one in-person site visit per LEA (Fall 2026).	Coaching Session Schedule Coaching Materials Attendance Records Site Visit Plans and Reports	Schedules, Coaching Materials, Attendance Records	Coaching Session Schedules: Detailed schedules for all virtual coaching sessions. Coaching Materials: Resources, guides, and materials used during the virtual coaching sessions. Attendance Records: Lists of participants for each virtual coaching session. Site Visit Plans: Detailed plans for each in-person site visit, including objectives and agendas. Site Visit Reports: Comprehensive reports summarizing observations, feedback, and recommendations from each site visit.	Fall 2026				
5 School Systems Site Visits									
5.1	Facilitate learning visits for cohort members to other OBC-participating districts (Spring 2026).	Visit Itineraries Preparation Materials Attendance Reports Visit Report	Itineraries, Preparation Materials, Attendance Records, Feedback/Surveys	Visit Itineraries: Detailed itineraries for each learning visit, including schedules, objectives, and key activities. Preparation Materials: Resources and materials provided to cohort members before the visits to maximize learning. Attendance Records: Lists of participants for each learning visit. Visit Reports: Comprehensive reports summarizing observations, insights, and lessons learned from each visit. Participant Feedback: Surveys or feedback forms collected from attendees.	Spring 2026				
6 Final Data Review									
6.1	Conduct a virtual closeout session with all participants to review cohort outcomes (Summer 2027).	Session Agenda Presentation Materials Attendance Records Outcome Summary Report Participant Feedback Final Recommendations	Agendas, Presentation Materials, Feedback/Surveys	Closeout Session Agenda: A detailed agenda for the virtual closeout session, including topics to be covered and time allocations. Presentation Materials: Slides, handouts, and other materials used during the closeout session. Attendance Records: A list of participants who attended the closeout session. Participant Feedback: Surveys or feedback forms collected from participants after the closeout session. Final Recommendations: A document outlining recommendations for future cohorts or initiatives based on the outcomes of the current cohort.	May 2027				
7 Resource Development									
7.1	Develop and share example RFP and contract templates tailored for Texas LEAs.	RFP Template Contract Template Guidance Document Template Customization Guide Example Completed RFP and Contract	Templates, Guidance Docs, Contracts	RFP Template: A customizable Request for Proposal (RFP) template tailored for Texas LEAs, including sections for project scope, requirements, evaluation criteria, and submission guidelines. Contract Template: A customizable contract template for Texas LEAs, detailing terms and conditions, deliverables, timelines, payment schedules, and compliance requirements. Guidance Document: A document providing instructions and best practices for using the RFP and contract templates. Template Customization Guide: A guide to help LEAs customize the templates to fit their specific needs and contexts. Example Completed RFP and Contract: Sample completed RFP and contract documents to serve as references for LEAs	May 2027				
8 Case Study Creation									
8.1	Produce one case study highlighting early successes in OBC through strong tutoring support.	Case Study Document Data Analysis Report Presentation Materials	Reports, Testimonials, Presentation Materials	Case Study Document: A comprehensive document detailing the early successes of OBC through strong tutoring support, including background, methodology, results, and conclusions. Data Analysis Report: A report analyzing the data collected from the tutoring programs, highlighting key metrics and outcomes. Presentation Materials: Slides and handouts for presenting the case study at meetings, conferences, or workshops.	TBD				
Total Max Contract Budget: \$175,000									