Region 16 Education Service Center
5800 Bell Street
Amarillo, Texas 79109

REQUEST FOR PROPOSAL

Module Content Development

RFP # MC-026-04

INSTRUCTIONS TO PROPOSERS

For purposes of this RFP and the resultant Agreement, Region 16 ESC is represented by the following individual. Questions arising during the RFP process should be directed to:

Lynn Pulliam, Ed.D. 806-677-5023 lynn.pulliam@esc16.net

The representative from Region 16 ESC will return answers/clarifications to all inquiries. Those inquiries and answers pertinent to all proposers will be copied to all.

It is the intention of Region 16 Education Service Center (Region 16 ESC) to select a qualified firm for Module Content Development.

Anticipated Schedule of Events:

Request for Proposals Released	March 17, 2026
Receive and Open Proposals	April 7, 2026, 2:00 PM
Review Proposals	April 7-17, 2026
Region 16 ESC Board Approval	April 24, 2026

PROPOSAL MUST BE RECEIVED BEFORE:
April 7, 2026, 2:00 PM

MAIL OR HAND DELIVER:

Lynn Pulliam, Ed.D.
Region 16 ESC
5800 Bell Street
Amarillo, TX 79109-6230
lynn.pulliam@esc16.net
Voice 806-677-5023

A total of one signed original, one copy, and one memory stick of each proposer's completed "Questionnaire," "Proposal Form," and any additional materials must be submitted to Lynn Pulliam at the address noted above no later than Tuesday, April 7, 2026, 2:00 PM in an opaque envelope, sealed, and clearly marked:

Sealed Proposal
Module Content Development
RFP #MC-026-04
April 7, 2026, 2:00 PM

No fax proposals will be accepted. No late proposals will be accepted. All proposals received after the deadline will be returned unopened. All timely received proposals will be opened on April 7, 2026, 2:00 PM at Region 16 ESC, 5800 Bell, Amarillo, TX. This is not a public opening. Region 16 ESC staff will evaluate each proposal submitted.

Region 16 ESC reserves the right to reject any and all proposals, to waive any formalities, and to waive any and all irregularities in any or all proposal(s) received. This is an all or none bid.

Prospective vendors and/or their agents shall undertake no activity, action, or contact to promote or advertise their responses to the Region 16 ESC Board of Directors or any Region 16 ESC employee. Violation of this provision will be grounds for disqualification of the proposer.

Proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will be divulged after the award, as allowed.

KEY DECISION CRITERIA

Pursuant to Section 44.031 of the Texas Education Code, Region 16 ESC may consider the following in determining to whom to award this contract:

1. The purchase price. 40%

2. The reputation of the vendor and of the vendor's goods or services. 15%

3. The quality of the vendor's goods or services. 15%

4. The extent to which the goods or services meet Region 16 ESC's needs. 20%

5. The vendor's past relationship with Region 16 ESC. 5%

6. The impact on the ability of Region 16 ESC to comply with laws and rules relating to historically underutilized businesses: 5%

SUBCONTRACTING

Subcontracting will be permitted under the Contract only with the written consent of Region 16 ESC. Acceptance by Region 16 ESC of an offer with subcontracting proposed shall constitute consent to such subcontracting. Consent by Region 16 ESC to a proposed subcontractor shall not (1) constitute a determination of acceptability of any subcontract terms and conditions or (2) relieve Contractor of any of its responsibilities to Region 16 ESC under the Contract.

INSURANCE

Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract and any renewal thereof, insurance as follows;

A. General liability insurance. Limit of not less than $1,000,000.
B. Professional liability/errors and omissions coverage. Limit of not less than $100,000.

A certificate of each policy of insurance shall be furnished to Region 16 ESC detailing Region 16 ESC as named insured. A certificate of each surety bond shall be furnished to Region 16 ESC. Notices of policy changes shall be furnished to Region 16 ESC.

TERMINATION OF THE CONTRACT

This contract shall be for a term of one year from the contractor's start date (first day of service). Region 16 ESC reserves the right to extend this contract for an additional 36 months in 12-month increments by mutual agreement between the contractor and Region 16 ESC. Region 16 ESC reserves the right to enforce the performance in any manner prescribed by law or deemed to be in the best interest of Region 16 ESC. Each party shall give (30) days written notice in case of cancellation of contract under this agreement.

PURPOSE

To design and develop a comprehensive adult-learning module focused on building the knowledge and skills necessary for personnel to provide high-quality technical assistance (TA) to school systems and campuses. The selected Respondent will create content that is research-based, practical, and aligned with the competencies required for effective technical assistance delivery.

PROJECT OVERVIEW

The Respondent shall develop a complete training module (or module series) that equips staff with the skills, tools, and mindsets needed to serve as effective Technical Assistance Providers. The module must be designed for adult learners, incorporate interactive and application-based components, and be suitable for delivery in both in-person and virtual formats.

REQUIRED CONTENT AREAS

The training module must include, at a minimum, content addressing the following competencies:

Foundations of Technical Assistance

- Purpose and role of technical assistance
- Distinctions between coaching, consulting, and technical assistance
- Ethical considerations and professional norms for TA providers

Relationship-Centered Support

- **Trust and Relationship Building:** Establishing rapport, credibility, and psychological safety with campus personnel
- **Communicating Clarity of Purpose:** Setting expectations, defining goals, and ensuring shared understanding

Needs Assessment and Data-Driven Support

- **Needs Assessment (Why and How):** Identifying campus needs through data collection, analysis, and stakeholder input
- Prioritizing needs and aligning TA support to campus goals

Change Management and Implementation Support

- **Change Management:** Frameworks and strategies for supporting campuses through organizational change
- **Addressing Barriers and Resistance:** Identifying challenges and applying strategies to mitigate resistance

Communication and Collaboration Skills

- **Communication Systems:** Establishing meeting cadence, identifying communication pathways, and determining appropriate stakeholders

- **Collaborative Problem-Solving:** Facilitating team processes, guiding decision-making, and supporting conflict resolution
- **Effective Communication:** Strategies for improving communication among staff, administrators, parents, and students

Tailored Technical Assistance

- **Individualized Campus Support:** Adapting TA strategies to meet the unique needs of each campus
- **Adult-Learning Strategies:** Designing support that aligns with adult learning theory and promotes skill acquisition

Monitoring and Continuous Improvement

- **Progress Monitoring & Continuous Feedback:** Tools and processes for tracking implementation, measuring progress, and providing actionable feedback

Leadership Development

- Leadership skills essential for district personnel providing technical assistance
- Strategies for supporting and developing campus leaders

DELIVERABLES

The Respondent shall produce the following deliverables:

- **Comprehensive Training Module:** Fully developed content, including facilitator guides, participant materials, slide decks along with instructor notes, activities, and assessments
- **Implementation Guide:** Instructions for district personnel on how to deliver the module effectively
- **Resource Toolkit:** Templates, checklists, protocols, and tools aligned to module content
- **Revision Cycle:** One round of revisions based on district feedback
- **Final Submission:** Finalized materials in editable and accessible formats

VENDOR DELIVERABLES

Respondents must demonstrate:

- Experience developing adult-learning content, preferably in K–12 educational settings
- Expertise in technical assistance, coaching, leadership development, or organizational improvement
- Knowledge of adult learning theory and instructional design
- Evidence of successful development of similar training modules or professional learning content

All responding bidders must submit the following documentation along with their proposal in order to be considered.

I. RESPONDING CONTRACTOR'S QUALIFICATIONS:

Contractors/organization: Describe the contractor's organization including type of business organization, partnerships, date of incorporation, location of your company headquarters and relevant branch offices.

Contractor's abilities to perform: Describe the contractor's financial, physical, equipment and other resources deemed necessary to fulfill the requirement of this RFP.

Additional Information

PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to schools. It includes your record of conforming to specifications and to standards of good workmanship; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer.

Provide a list of five (5) Texas public agencies (preferably school districts) where work has been successfully accomplished in the past five (5) years, for specific services related to this RFP. Provide the name of the public agency, description of project, year of the project, contact name and telephone number.
If you cannot provide five (5) Texas references, please explain why.

II. CONTRACTOR'S CLIENT REFERENCES: List three additional client references in which your company performed services within the past three years. References must include:

1. Client-company/association/agency name and address
2. Client-contact name
3. Client telephone numbers
4. List all services performed.

III. ADDITIONAL CLARIFICATION

- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and shall be deemed to continue as long as

the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

- General indemnification: To the extent permitted by law, Region 16 shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.
- Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless Region 16 against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Region 16 of materials furnished or work performed under this contract. Region 16 shall reasonably notify contractor of any claim for which it may be liable under this paragraph.
- Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 16 reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application.
- Cost of proposal preparation: Region 16 will not reimburse the cost of developing, presenting, or providing any response to this solicitation.
- Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.
- Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make, or catalog number does not restrict offeror from offering suitable alternates. However, Region 16 reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Region 16 will be the sole judge on the question of equal quality, and Region 16's decision shall be final.
- SUSPENSION OR DEBARMENT STATUS
  Offeror shall include a letter in its proposal notifying Region 16 of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

Region 16 Education Service Center
5800 Bell Street
Amarillo, Texas 79109

Module Content Development

RFP # MC-026-04

BID RESPONSE FORM

Note the types of subject matter, categories, and content provided in your response. Use additional sheets if needed:
_____.

Items to Bid On:
Complete Scope of Services and the complete Contractors Specific Requirements

Price per hour to create curriculum : $_____

Price per half day for training: $_____

Price per full day for training: $_____

Price per participant if additional charges apply: $_____

Price for materials if not included in the pricing model above $_____

Any additional fees, such as travel expenses and preparation: $_____

Company Name _____

Signature of Authorized Company Official_____

Printed Name _____

Title _____ **Date** _____

QUESTIONNAIRE

- **OFFEROR INFORMATION**

Company Name: _____

Company Address: _____

_____

City, State, Zip: _____

Primary Contact Name: _____ Title: _____

Phone #: _____ Email Address: _____

Company's Dun & Bradstreet (D&B) Number: _____

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

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

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

_____

_____

What are your net terms of payment? _____

Do you accept credit cards for payment? Yes ____ No ____

Do you accept Purchase Orders? Yes ____ No ____

What are your shipping and handling charges? _____

Provide information regarding if your company has been involved in any litigation, bankruptcy, or reorganization in the past seven (7) years:

_____

_____

- **REFERENCES**

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

1. Entity Name: _____
   Contact Person: _____
   Phone Number: _____
   Email Address: _____

2. Entity Name: _____
   Contact Person: _____
   Phone Number: _____
   Email Address: _____

3. Entity Name: _____
   Contact Person: _____
   Phone Number: _____
   Email Address: _____

4. Entity Name: _____
   Contact Person: _____
   Phone Number: _____
   Email Address: _____

5. Entity Name: _____
   Contact Person: _____
   Phone Number: _____
   Email Address: _____

FELONY CONVICTION DISCLOSURE

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

> "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."
>
> "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check one of the following:

____ Offeror is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporations).

____ Offeror is not owned or operated by anyone who has been convicted of a felony.

____ Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of felon(s): _____

Conviction details: _____

DEBARMENT

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

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

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

FORM 1295 - CERTIFICATE OF INTERESTED PARTIES

Offeror shall comply with all rules and regulations related to submission of a Form 1295 "Certificate of Interested Parties," if required, to Region 16. Additional information may be located on the Texas Ethics Commission's website, see https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

TEXAS RESIDENT INFORMATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Please answer as follows:

____ Offeror is a resident.

____ Offeror is a non-resident.

Offeror's principal place of business is located:

Complete Mailing Address: _____

_____

City, State, Zip: _____

Does Offeror's resident state require a proposer whose principal place of business is in Texas to underprice proposers whose resident state is the same as Offeror's by a prescribed amount or percentage to receive a comparable contract?

____ Yes ____ No

What is the specified amount or percentage? _____

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

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

____ Yes ____ No

MWBE/HUB BUSINESS CERTIFICATION

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

____ Minority Owned Business

____ Women Owned Business

____ My company has NOT been certified as MWBE

Certificate Number _____

Name of Certifying Agency _____

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

DEVIATION & COMPLIANCE

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

In the absence of any deviation identified and described in accordance with the above. Offeror asserts that it will fully comply with the Standard Terms and Conditions, Specifications, and all other requirements associated with this solicitation if award a contract.

List and fully explain any deviations offeror is submitting: _____

_____

_____

"EDGAR" VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When Region 16 ESC personnel seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting Proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which ***may*** be applicable to specific purchases using federal grant funds. This completed form will be made available to Region 16 ESC personnel for their use while considering their purchasing options when using federal grant funds.

For each of the items below, the Offeror should certify the Vendor's agreement and ability to comply, where applicable, by having the Authorized Company Official check and initial the applicable boxes and sign the acknowledgement at the end of the "EDGAR Vendor Certification" section. ***If you fail to complete any portion of the following section, Region 16 ESC will consider the Vendor's response as "NO", the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact Region 16 ESC's ability to purchase from the Vendor using federal funds.***

- **ITEM 1 - VENDOR VIOLATION OR BREACH OF CONTRACT TERMS:**

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the Region 16 ESC "Terms of Contract". Any Contract award will be subject to such "Terms of Contract", as well as any additional terms and conditions in any Purchase Order or ancillary contract agreed upon by Vendor and Region 16 ESC, which must be consistent with and protect Region 16 ESC at least to the same extent as the "Terms of Contract" located in this RFP.

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

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

Vendor Certification – Item 1

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

_____ NO, I do NOT agree to the above. (Initial: _____)

- **<u>ITEM 2</u> – TERMINATION FOR CAUSE OR CONVENIENCE:**

For any Region 16 ESC purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

> Region 16 ESC may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this paragraph, Region 16 shall only be required to pay the vendor for goods or services delivered to Region 16 ESC prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the service center has paid the Vendor for goods and services not yet provided as of the date of termination the vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Region 16 ESC purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the purchase order or ancillary agreement agreed to by the Vendor, the alternate Region 16 provision shall control.

Vendor Certification – Item 2

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

_____ NO, I do NOT agree to the above. (Initial: _____)

- **<u>ITEM 3</u> – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

Where applicable, 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). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification – Item 3

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

_____ NO, I do NOT agree to the above. (Initial: _____)

➢ **<u>ITEM 4</u> – RIGHT TO INVENTIONS MADE UNDER A CONTRACT OF AGREEMENT:**
If Region 16 ESC's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor agrees to comply with the above requirements when applicable.

Vendor Certification – Item 4

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

_____ NO, I do NOT agree to the above. (Initial: _____)

➢ **<u>ITEM 5</u> – CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Vendor Certification – Item 5

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

_____ NO, I do NOT agree to the above. (Initial: _____)

➢ **<u>ITEM 6</u> – DEBARMENT AND SUSPENSION:**
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify Region 16 ESC if the Vendor is later listed on the government-wide exclusions in SAM, or is

debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification – Item 6

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

_____ NO, I do NOT agree to the above. (Initial: _____)

- **<u>ITEM 7</u> – BYRD ANTI-LOBBYING AMENDMENT:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

Vendor Certification – Item 7

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

_____ NO, I do NOT agree to the above. (Initial: _____)

- **<u>ITEM 8</u> – PROCUREMENT OF RECOVERED MATERIALS:**

For purchases utilizing Federal funds, the Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as Region 16 ESC may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor Certification – Item 8

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

_____ NO, I do NOT agree to the above. (Initial: _____)

➢ **ITEM 9 – PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of $150,000, Region 16 ESC may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required, the Vendor agrees to provide information and negotiate with Region 16 regarding profit as a separate element of the price for a particular purchase. However, the Vendor agrees that the total price, including profit, charged by Vendor to Region 16 ESC shall not exceed the awarded pricing, including any applicable discount, under the Vendor's Contract with Region 16 Education Service Center.

Vendor Certification – Item 9

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

_____ NO, I do NOT agree to the above. (Initial: _____)

➢ **ITEM 10 – GENERAL COMPLIANCE AND COOPERATION WITH REGION 16 ESC**

In addition to the foregoing specific requirements, the Vendor agrees, in accepting any Purchase Order Region 16 ESC, it shall make a good faith effort to work with Region 16 to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification – Item 10

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

_____ NO, I do NOT agree to the above. (Initial: _____)

➢ **ITEM 11 – NON-COLLUSION STATEMENT**

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

Vendor Certification – Item 11

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

_____ NO, I do NOT agree to the above. (Initial: _____)

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____ _____

Company Name Signature of Authorized Company Official

_____ _____ _____

Title Printed Name Date

ANTITRUST CERTIFICATION STATEMENT – Texas Government Code 2155.005

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

1. I am duly authorized to execute this contract on my own behalf or on the behalf of the company, corporation, firm, partnership, or individual (Company) listed below.

2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15.

3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this 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.

Company Name: _____

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

Company Official's Title _____

Chapter 2271 VERIFICATION

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

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

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

Company Name: _____

Address: _____

City, State, Zip: _____

Bidder Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

Company Official's Title _____

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

Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to Region 16 ESC that they have complied and must obtain similar certifications from their subcontractors. Contractors with access to the DPS FACT Clearinghouse under the National Child protection ACT (NCPA) or state criminal history information for employees hired before January 1, 2008, must certify to Region 16 ESC that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Region 16 ESC will be the final arbiter of what constitutes continuing duties and direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by Region 16 ESC; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Region 16 Education Service Center that: (check one)

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

Or

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

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Region 16 ESC in writing within 3 business days.

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

3. Upon request, Contractor will provide Region 16 ESC with the name and any other requested information of covered employees so that Region 16 ESC may obtain criminal history record information on the covered employees.

If Region 16 ESC objects to the assignment of a covered employee based on the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at Region 16 Education Service Center.

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

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

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

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

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

1. Does not Discriminate Against the Firearm and Ammunition Industries, and:

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

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

Pursuant to Texas Government Code Sections 2274.001:

1. *"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:*
   a. Refuse to engage in the trade of any goods or services.
   b. Refrain from continuing an existing business relationship.
   c. Terminate an existing business relationship, or
   d. Otherwise express a prejudice against the entity or association.

2. *Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and*

3. *Will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.*

4. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

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

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

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

Signature of Company Representative: _____

Printed Name: _____ Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

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

CHAPTER 809 (VERIFICATION)
DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

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

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

1. Does not boycott energy companies, and:

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

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

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

1. *"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:*
    a. *Invests in or assists in the exploration, production, utilization, transportation, sale, or Manufacturing of fossil fuel-based energy; or*
    b. *Does business with a company described in Paragraph (a).*

2. *"Listed company" means a company listed by the comptroller under Section 809.051.*

3. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

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

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

Signature of Company Representative: _____

Printed Name: _____ Title: _____

CHAPTER 809 (VERIFICATION)
DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

Company Name: _____

Address: _____

City, State, Zip: _____

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

SB 252 CERTIFICATION

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

Definitions:

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

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

STATEMENT: I hereby certify that _____ (Company/business name) is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Region 16 ESC.

Company Name: _____

Signature of Company Representative: _____

Printed Name: _____ Title: _____

ADDITIONAL TERMS AND CONDITIONS

Prohibited Activities by Administrators of Texas Public Schools
Contractor is hereby warned that he or she faces a potential $10,000.00 civil penalty under Texas Education Code ("TEC") §11.006(e) if the Contractor is a public school administrator as defined by TEC 11.006(a) and receives a financial benefit under this contract, unless the Contractor's employing Board of Trustees has:

1. Been provided this contract; and
2. Taken a vote to approve the contract after determining:
    a. The contract will not harm the district;
    b. The arrangement does not present a conflict of interest; and
    c. The services to be performed by Contractor will be performed entirely on the Contractor's personal time.

Executive Orders
Contractor will comply, or continue to comply, with all applicable Federal and State executive orders. These orders include, but are not limited to:

1. Exec. Order No. 14214, 90 Fed. Reg. 9949 (2025), which prohibits schools and other educational institutions that receive federal financial assistance from conditioning student enrollment on COVID-19 vaccination status;
2. Exec. Order No. 14168, 90 Fed. Reg. 8615 (2025), which prohibits the use of Federal funds in the promotion of gender ideologies and further requires that intimate spaces (e.g., restroom) are designated according to one's biological sex;
3. Exec. Order No. 14190, 90 Fed. Reg. 8853 (2025), which prohibits the use of Federal funds for direct or indirect activities or educational instruction related to discriminatory equity ideology or social transitioning;
4. Exec. Order No. 14201, 90 Fed. Reg. 9279 (2025), which requires Title IX of the Education Amendments Act of 1972 be applied on the basis of biological sex, not gender identity, and prohibits transgender-identifying athletes from participating in all-women sports teams;
5. Exec. Order No. 14173, 90 Fed. Reg. 8633 (2025), which requires that grant recipients (which, in the State of Texas, extends to subrecipients by virtue of this assurance) agree that adherence to Federal anti-discrimination laws is material to the government's payment decisions and further requires that recipients certify that it does not operate any programs promoting DEI in a manner violative of Federal anti-discrimination laws (which, by virtue of this assurance, the subrecipient certifies);
6. Texas Exec. Order No. GA 55, which requires all people be treated equally, regardless of race; and,
7. Letter from Governor Greg Abbott to Chairmen and Executive Directors (Jan. 30, 2025), which requires Texas agencies to take actions on the basis of biological sex and not gender identity.

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

(a) all conduct under this Contract shall be administered and performed in a neutral manner without regard to race of persons;

(b) Contractor shall not, in the specific performance of this Contract, elevate one individual person over another, or advantage any one person over another, due to race;

(c) Contractor shall not, in the specific performance of this Contract, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas;
(d) Contractor's staff, agents, and subcontractors that are selected and employed in the specific performance of this Contract shall be selected and employed solely on merit and the ability to perform; and
(e) Contractor shall ensure that any subcontractors participating in the specific performance of this Contract represent and warrant to the provisions of this Clause.

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

Obscene or Harmful Content and LEA Compliance with Laws
Contractor represents and warrants that all Contractor materials, works and any other deliverables hereunder and/or content accessible within a product provided under this Contract:

(a) Are and shall be compliant and consistent with all relevant laws and regulations to protect Texas students from obscene or harmful content, including, but not limited to:

i. the Children's Internet Protection Act, Pub. L. No. 106-554, 114 Stat. 2763A-335 (2000);
ii. Section 28.0022 of the Texas Education Code;
iii. Section 43.22 of the Texas Penal Code (meaning no violation of such Penal Code section); and
iv. any other law, rule or regulation that protects students from obscene or harmful content, including any TEKS or instructional materials suitability rubrics,

and

(b) Shall not undermine, subvert or impede compliance with federal and state law by any LEA that uses goods or services provided under this Contract. Compliance with federal and state law includes, but is not limited to, Section 31.1011(a)(1) of the Texas Education Code, which requires that districts and charter schools must certify annually, for each subject and grade level in their curriculum, that (1) they provide each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the State Board of Education for that subject and grade level, and (2) that students are protected from obscene or harmful content in compliance with subsection (a)(i) above.

Any content included in Contractor Materials, Works or other deliverables and/or accessible content determined by the ESC to be out of compliance with (a) above shall be corrected by Contractor and resubmitted to the ESC within fifteen (15) working days of written notification from the ESC. This correction shall be made even if the deliverables have already been accepted by the ESC. In addition, Contractor shall routinely report in writing to the ESC any feedback from participating school districts, LEAs, Education Service Centers, charter schools or other educators or parents that may relate to, or indicate a violation of, the above requirements, within fifteen (15) working days of receipt of such feedback.

Firearm Entities and Trade Associations Discrimination
Contractor 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, Contractor shall promptly notify the ESC.

COVID-19 Vaccine Passport Prohibition
Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

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

FERPA
Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the ESC, they will not use any student-identifying information in any way that violates the provisions of applicable law and regulations, including without limitation, FERPA.

On behalf of the Contractor, I have read and agree to the additional terms and conditions listed above.

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____
Signature of vendor doing business with the governmental entity

_____
Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Region 16 Education Service Center
5800 Bell Street
Amarillo, Texas 79109

Module Content Development

RFP # MC-026-04

CHECKLIST (Include with submission)

_____ 1 Signed Original Proposal and 1 Copy of Original Proposal
_____ Bid Response Form
_____ Debarment Form
_____ Completed Responding Contractor's Qualifications
_____ Questionnaire
_____ References
_____ Felony Conviction Disclosure, Debarment, Form 1295 Certificate of Interested Parties
_____ Texas Resident Information, Vendor Employment Certificate
_____ MWBE/HUB Certification, Deviation and Compliance
_____ EDGAR Vendor Certification
_____ Antitrust Certification Statement
_____ Chapter 2271 Verification
_____ Criminal History and Background Checks: Contractor Certification: Contractor Employees
_____ Chapter 2274 Verification
_____ Chapter 809 Verification
_____ SB 252 Certification
_____ Additional Terms and Conditions
_____ Conflict of Interest Questionnaire Form CIQ
_____ Conflict of Interest Questionnaire

If you have received an addendum to this bid, please acknowledge receipt by initialing the number of the addendum below. Please call Lynn Pulliam at (806) 677-5023 to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

Addendum #1._____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

Module Content Development

Region 16 ESC RFP # MC-026-04

ACCEPTANCE OF BID AND CONTRACT PAGE

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

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

Company Name _____ Date _____

Company Address _____

City _____ State _____ Zip _____

Authorized Name _____ Title _____

Authorized Signature (ink) _____

Email Address _____ Phone _____

Region 16 ESC: Your bid response is hereby accepted. As a Vendor Partner, you are now bound to provide the products and services identified in this RFP. Your response has been approved by the Region 16 ESC Board of Directors, including all terms, conditions, specifications, exceptions, and any amendments. The intent of this contract is to constitute the final and complete agreement between Region 16 ESC and the vendor Partner. No change or modification of this contract shall be valid unless in writing and signed by both parties. **The term of this agreement shall commence on May 1, 2026, and continue until April 30, 2027, unless terminated, canceled, or extended. By mutual agreement, the contract may be extended for three (3) additional 12-month periods ending on April 30, 2028, April 30, 2029, and April 30, 2030.**

Region 16 ESC
Region 16 ESC Representative Derek Criswell Title CFO

Signature _____ Date _____