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

REQUEST FOR OFFER

Sponsorships for Region 16 ESC Partnerships with Purpose

RFO #R16-08-26

INSTRUCTIONS TO PROPOSERS

For purposes of this RFO and the resultant Agreement, Region 16 ESC is represented by the following individual. Questions arising during the RFO 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 or firms for Sponsorships for Region 16 ESC Partnerships with Purpose

Anticipated Schedule of Events:

Request for Offer Released	July 7, 2026
Receive and Open Offers	August 11, 2026, 2:00 PM - August 30, 2030
Review Offers	August 11, 2026 - August 30, 2030
Region 16 ESC Board Approval	August 28, 2026 - August 30, 2030

This is a continuous solicitation. Vendors may submit a proposal from the opening date until August 31, 2030. Submission will be evaluated continuously throughout the term. Region 16 ESC may, at its sole discretion, extend the solicitation via addendum.

OFFER MUST BE RECEIVED BEFORE:
August 11, 2026, 2:00 PM for the First Board Meeting Approval Opportunity

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 original, one copy, and one memory stick of each proposer's completed "Questionnaire," "Offer Form," and any additional materials must be submitted to Lynn Pulliam, Ed.D. at the address noted above no later than Tuesday, August 11, 2026, 2:00 PM in an opaque envelope, sealed, and clearly marked:

Sealed Offer
Sponsorships for Region 16 ESC Partnerships with Purpose
RFO #R16-08-26

August 11, 2026, 2:00 PM

No fax, electronic, or emailed Offers will be accepted. No late Offers will be accepted. All Offers received after the deadline will be returned unopened. All timely received Offers will be opened on August 11, 2026, at 2:00 PM at Region 16 ESC, 5800 Bell, Amarillo, TX. 79109. This is not a public opening. Region 16 ESC staff will evaluate each Offer submitted.

Region 16 ESC reserves the right to reject any and all Offers, to waive any formalities, and to waive any and all irregularities in any or all Offer(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.

Offers 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 Offer 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 whom to award this contract:

1. The financial contribution offered (must meet the minimum tier requirements). 40%
2. The extent to which the partner's mission and core values align with Region 16 ESC's goal of leadership development. 20%
3. The reputation of the sponsor and their standing in the community. 15%
4. The quality of the sponsor's brand, goods, or services presented. 15%
5. The vendor's past relationship with Region 16 ESC. 5%
6. Compliance with the HUB laws and required legal disclosures: 5%

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.

SCOPE OF SERVICES/RESPONSIBILITY

Introduction and Purpose

The Region 16 Education Service Center (ESC), located in Amarillo, Texas, is issuing this Request for Offers (RFO) to solicit sponsorships from qualified vendors as "**Partnerships with Purpose"** through **Region 16 Education Service Center** experiences. These experiences are designed to fuel opportunities, including, but not limited to:

Leadership Growth, Executive Coaching, Strategic Design, and Professional Development Opportunities for Leaders in Region 16

The purpose of this RFO is to formalize a process that allows for fair and transparent selection of partners who will contribute to the financial success of this vital suite of experiences. "Partnerships with Purpose" represents a strategic alliance for a greater purpose: cultivating and sustaining leadership at every level. Your contribution is an investment in human capital that drives innovation, securing the fiscal future of these programs while building a robust pipeline of current and future leaders. Together, we ensure financial success translates directly into enduring leadership development and a legacy of positive change.

Background

Region 16 ESC is a political subdivision (for purposes of Section 131.903, Local Government Code) dedicated to supporting school districts in the Texas Panhandle by providing professional development, technical assistance, and resources that help enhance student and educator performance.

Sponsorships directly fund program costs, keeping leadership development affordable for our school districts. By partnering with us, your organization aligns itself with the educational excellence and workforce development of the entire Texas Panhandle region.

Sponsorship Levels and Benefits

Region 16 ESC has established four tiers of sponsorship to provide various levels of engagement and recognition. All sponsorships are valid for one (1) calendar year from the date of agreement, and the contract may be extended for three (3) additional 12-month periods upon mutual agreement.

Platinum Tier - $20,000 minimum

- Sector Exclusivity: Exclusive rights within your specific business sector (e.g., the *only* Banking partner).
- Naming Rights: "Program Name, Presented by [Sponsor Name]".
- Speaking Opportunity: 5-10 minute welcome message or presentation at the opening of major related sponsor events.
- Exhibit Space: Dedicated display area (in-person booth/table or virtual exhibit) at a minimum of two (2) program sessions.
- Program Advertising: One full-page color advertisement in the official program guide or workbook .
- Digital Branding & Visibility: Premium recognition on the Region 16 ESC website (with active link) and across social media channels.
- Verbal Recognition: Special acknowledgment at opening and closing remarks of all related sponsored events

Gold Tier - $10,000 minimum

- Logo Placement: Prominent logo placement on all marketing materials for the sponsored experience.
- Exhibit Space: Dedicated display area (in-person booth/table or virtual exhibit) at a minimum of two (2) program sessions.
- Program Advertising: Half-page advertisement in the official program guide or workbook (printed and/or digital content).
- Digital Branding & Visibility: Recognition on the Region 16 ESC website and social media channels.
- Verbal Recognition: Verbal acknowledgment at all related sponsored events.

Silver Tier - $7,500 minimum

- Logo Placement: Logo included on related engagement materials.
- Direct Engagement: Opportunity to distribute branded materials/swag at one (1) in-person session, if applicable.
- Program Advertising: Quarter-page advertisement in the official program guide or workbook (printed and/or digital content).
- Digital Branding & Visibility: Logo recognition on the Region 16 ESC website.

Bronze Tier - $5,000 minimum

- Logo Placement: Logo included on related engagement materials.
- Program Advertising: Logo recognition in the official program guide (printed and/or digital content).
- Digital Branding & Visibility: Logo recognition on the Region 16 ESC website.

Categories

Each vendor must select **one subcategory** that best aligns with their products, services, or target audience.

- Curriculum & Instruction
  - Curriculum Design & Alignment
  - Instructional Materials & Resources
  - Digital Curriculum Platforms & Training
  - Intervention & Remediation Programs
  - Early Childhood Education Solutions
  - College & Career Readiness Programs
  - STEM/STEAM Resources
  - Literacy & Reading Programs
  - Multilingual/ESL/Bilingual Support
  - Professional Learning Communities (PLC) Facilitation
- Professional Development
  - Leadership Development
  - Leadership Coaching
  - Teacher Training & Certification Prep
  - Instructional Coaching
  - Board Training & Governance
- Finance & Operations
  - Financial Consulting & Auditing Services
  - Budgeting & Forecasting Tools
  - Payroll & HRIS Solutions
  - Procurement Consulting
  - Grant Management & Compliance Services
  - Investment & Treasury Services
  - Risk Financing Solutions
  - General Contracting & Construction
  - Roofing Services
  - Plumbing, Mechanical, & Electrical Services
  - Facility Maintenance & Management Services
  - Security & Access Control Systems
  - Property & Casualty Insurance
  - Bond Issuance & Advisory Services
  - Energy Management & Utility Consulting
- Facilities & Transportation
  - Facility Assessment & Planning
  - Operational Risk Management & Safety Consulting
  - Custodial & Janitorial Services
  - Landscaping & Grounds Maintenance
  - Transportation Management & Routing Solutions
  - Fleet Leasing & Maintenance Services
  - Bus Parts, Fuel, & Supplies
  - Vehicle & Equipment Leasing

- Human Resources
    - Recruitment & Staffing Services
    - Substitute Management Solutions
    - Background Check & Screening Services
    - Compensation & Classification Studies
    - Employee Benefits Consulting
    - HR Compliance & Policy Development
    - Employee Engagement & Retention Tools
    - Professional Search Firms (Superintendent/Leadership)
- Child Nutrition
    - Kitchen Equipment & Supplies
    - Food Service Management Companies
    - Menu Planning & Nutritional Analysis Software
    - Food Distribution & Procurement Services
    - Food Safety & Sanitation Training
- Special Education
    - Evaluation & Diagnostic Services
    - Related Services (OT, PT, SLP)
    - Adaptive Equipment & Assistive Technology
    - Special Education Curriculum & Interventions
    - Behavior Intervention & Support Services
    - Transition Planning & Postsecondary Support
- Assessment & Accountability
    - Assessment Platforms & Tools
    - Data Analytics & Reporting Services
    - State & Federal Accountability Consulting
    - Benchmarking & Data Visualization Solutions
    - School Improvement Planning Services
- Student Services
    - Counseling & Mental Health Services
    - Social-Emotional Learning (SEL) Programs
    - Dropout Prevention & Intervention
    - After-School & Enrichment Programs
    - Attendance & Truancy Solutions
    - Student Safety & Threat Assessment
    - Bullying Prevention Programs
- Legal Services
    - General Legal Counsel
    - Tax Collection Services
    - Employment Law Services
    - Special Education Law & Compliance
    - Policy Development & Review

TIMELINE & CONTRACT TERM

Continuous Solicitation

This is a continuous solicitation from the Release Date through the Closing Date. Region 16 ESC will accept Offers on a continuous basis beginning on the Release Date and continuing through the published Closing Date.

Offerors are encouraged to submit their strongest and most complete proposal as their initial submission. Region 16 ESC intends to make only one award per category at the Platinum, Gold, and Silver tiers, and multiple awards at the Bronze tier. Therefore, initial submissions should be considered the Offeror's best and final offer.

Contract Term

The initial contract term is one (1) year from the start date (first day of service). Region 16 ESC reserves the right to renew the agreement for up to three (3) additional 12-month periods upon mutual agreement.

SUBMISSION INSTRUCTIONS

Offer Submission Instructions

Interested parties must submit a complete Offer no later than the date and time specified on the front page of this RFO. Late submissions will not be considered.

A total of one original, one copy, and one memory stick of each proposer's completed "Questionnaire," "Offer Form," and any additional materials must be submitted to Lynn Pulliam, Ed.D. at the address noted above no later than Tuesday, August 11, 2026, 2:00 PM in an opaque envelope, sealed, and clearly marked:

Sealed Offer
Sponsorships for Region 16 ESC Partnerships with Purpose
RFO #R16-08-26

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All Offers must include:

1. **Offer Transmittal Letter:** A one-page letter on company letterhead, signed by an authorized representative, stating the company's intent to sponsor and the desired sponsorship tier.
2. **Sponsorship Form:** A completed and signed form (to be provided by Region 16 ESC) indicating the chosen subcategory, sponsorship level and contact information.
3. **Company Profile:** A brief description of the company, its services, and how its mission aligns with the goals of educational leadership development.

Region 16 ESC reserves the right to accept or reject any or all offers, to waive minor informalities or irregularities in any offer received, and to negotiate with any vendor. Submitting an offer does not guarantee a sponsorship award.

Evaluation and Selection Process

Offers will be evaluated based on the following criteria:

- Financial contribution offered (must meet the minimum tier requirements). 40%
- The extent to which the partner's mission and core values align with Region 16 ESC's goal of leadership development. 20%
- The reputation of the sponsor and their standing in the community. 15%
- The quality of the sponsor's brand, goods, or services presented. 15%
- The vendor's past relationship with Region 16 ESC. 5%
- Compliance with the HUB laws and required legal disclosures: 5%

Legal and General Terms

1. Offer is a Contractual Obligation: A submitted Offer, once accepted by Region 16 ESC, will constitute a binding agreement for the specified sponsorship period.
2. Post-Award Strategic Alignment: Following approval of an Offer by the Region 16 ESC Board of Directors, a member of the Region 16 ESC Executive Team and the Sponsor's designated organizational contact shall meet to discuss and finalize the specific details of the sponsorship engagement. This consultation shall include the negotiation and outlining of specific sponsorship experiences within the *Escalate* suite. Region 16 ESC reserves the unqualified right to align all sponsorship funds and activities with the prioritized needs of regional district leaders, while acting in concert with the strategic desires of the Sponsor organization.
3. No Guarantee of Exclusivity: Unless a sponsorship tier explicitly states exclusivity (e.g., the Platinum Tier), Region 16 ESC reserves the right to accept multiple sponsorships from vendors in the same or similar industry.
4. Payment Terms: Payment is due within thirty (30) days of the signed agreement.
5. Right to Revoke: Region 16 ESC reserves the right to revoke a sponsorship agreement if the sponsor's conduct or public representation is deemed to be in conflict with the mission and values of the organization.
6. Force Majeure: Standard force majeure clauses apply regarding acts of God, war, or government action. Neither party shall be liable for failure to perform due to these causes.
7. Indemnification: The Sponsor agrees to indemnify Region 16 ESC against vicarious liability to the extent permitted by law.

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 requirements of this RFO.

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.

ADDITIONAL CLARIFICATION

- If awarded a contract, the 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.
- Novation: If a 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 the 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 Offer 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 a Offer. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after the due date and time.
- SUSPENSION OR DEBARMENT STATUS: Offeror shall include a letter in its Offer 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 a 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

Sponsorships for Region 16 ESC Partnerships with Purpose

RFO #R16-08-26

BID RESPONSE FORM

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

_____

Items to Offer:
Complete selection of subcategory (only one per submission - check one box) and the amount to offer (must meet minimum amount for Sponsorship Level - check one box)

- Curriculum & Instruction
  - ☐ Curriculum Design & Alignment
  - ☐ Instructional Materials & Resources
  - ☐ Digital Curriculum Platforms & Training
  - ☐ Intervention & Remediation Programs
  - ☐ Early Childhood Education Solutions
  - ☐ College & Career Readiness Programs
  - ☐ STEM/STEAM Resources
  - ☐ Literacy & Reading Programs
  - ☐ Multilingual/ESL/Bilingual Support
  - ☐ Professional Learning Communities (PLC) Facilitation
- Professional Development
  - ☐ Leadership Development
  - ☐ Leadership Coaching
  - ☐ Teacher Training & Certification Prep
  - ☐ Instructional Coaching
  - ☐ Board Training & Governance

- Finance & Operations
    - ☐ Financial Consulting & Auditing Services
    - ☐ Budgeting & Forecasting Tools
    - ☐ Payroll & HRIS Solutions
    - ☐ Procurement Consulting
    - ☐ Grant Management & Compliance Services
    - ☐ Investment & Treasury Services
    - ☐ Risk Financing Solutions
    - ☐ General Contracting & Construction
    - ☐ Roofing Services
    - ☐ Plumbing, Mechanical, & Electrical Services
    - ☐ Facility Maintenance & Management Services
    - ☐ Security & Access Control Systems
    - ☐ Property & Casualty Insurance
    - ☐ Bond Issuance & Advisory Services
    - ☐ Energy Management & Utility Consulting
- Facilities & Transportation
    - ☐ Facility Assessment & Planning
    - ☐ Operational Risk Management & Safety Consulting
    - ☐ Custodial & Janitorial Services
    - ☐ Landscaping & Grounds Maintenance
    - ☐ Transportation Management & Routing Solutions
    - ☐ Fleet Leasing & Maintenance Services
    - ☐ Bus Parts, Fuel, & Supplies
    - ☐ Vehicle & Equipment Leasing
- Human Resources
    - ☐ Recruitment & Staffing Services
    - ☐ Substitute Management Solutions
    - ☐ Background Check & Screening Services
    - ☐ Compensation & Classification Studies
    - ☐ Employee Benefits Consulting
    - ☐ HR Compliance & Policy Development
    - ☐ Employee Engagement & Retention Tools
    - ☐ Professional Search Firms (Superintendent/Leadership)
- Child Nutrition
    - ☐ Kitchen Equipment & Supplies
    - ☐ Food Service Management Companies
    - ☐ Menu Planning & Nutritional Analysis Software
    - ☐ Food Distribution & Procurement Services
    - ☐ Food Safety & Sanitation Training

- Special Education
    - ☐ Evaluation & Diagnostic Services
    - ☐ Related Services (OT, PT, SLP)
    - ☐ Adaptive Equipment & Assistive Technology
    - ☐ Special Education Curriculum & Interventions
    - ☐ Behavior Intervention & Support Services
    - ☐ Transition Planning & Postsecondary Support
- Assessment & Accountability
    - ☐ Assessment Platforms & Tools
    - ☐ Data Analytics & Reporting Services
    - ☐ State & Federal Accountability Consulting
    - ☐ Benchmarking & Data Visualization Solutions
    - ☐ School Improvement Planning Services
- Student Services
    - ☐ Counseling & Mental Health Services
    - ☐ Social-Emotional Learning (SEL) Programs
    - ☐ Dropout Prevention & Intervention
    - ☐ After-School & Enrichment Programs
    - ☐ Attendance & Truancy Solutions
    - ☐ Student Safety & Threat Assessment
    - ☐ Bullying Prevention Programs
- Legal Services
    - ☐ General Legal Counsel
    - ☐ Tax Collection Services
    - ☐ Employment Law Services
    - ☐ Special Education Law & Compliance
    - ☐ Policy Development & Review

Sponsorship Level:

☐ **Platinum** **Offer amount (minimum $20,000)** _____

☐ **Gold** **Offer amount (minimum $10,000)** _____

☐ **Silver** **Offer amount (minimum $7,500)** _____

☐ **Bronze** **Offer amount (minimum $5,000)** _____

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 of 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.

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 not a 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 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 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 Offers must complete this EDGAR Certification Form regarding the Offeror’s willingness and ability to comply with certain requirements which ***may*** be applicable to specific Region 16 ESC purchases 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 acknowledgment 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 the ability of Region 16 ESC to purchase from the Vendor using federal funds.***

ITEM 1 - VENDOR VIOLATION OR BREACH OF CONTRACT TERMS: APPENDIX II TO 2 CFR PART 200:
Contracts for more than the simplified acquisition threshold, 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 Region 16 ESC "Terms of Contract".

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

By submitting a Offer, 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: _____)

ITEM 2 - 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 ESC 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 Region 16 ESC 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 Region 16 ESC's purchase order or ancillary agreement agreed to by the Vendor, Region 16 ESC's provision shall control.

Vendor Certification - Item 2

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

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

ITEM 3 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:
Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, for all Regin 16 ESC 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: _____)

ITEM 4 - 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: _____)

ITEM 5 - 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: _____)

ITEM 6 - 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 of pending purchases or seeking to purchase from Vendor 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: _____)

ITEM 7 - 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: _____)

ITEM 8 - RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID WITH FEDERAL FUNDS:
When federal funds are expended by Region 16 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in CFR § 200.33. The vendor further certifies that the vendor will retain all records as required by 2 CFR § 200.33 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor Certification - Item 8

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

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

ITEM 9 - PROCUREMENT OF RECOVERED MATERIALS:

For Region 16 ESC 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 9

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

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

ITEM 10 - DOMESTIC PREFERENCES FOR PROCUREMENT:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber and lumber.

Pursuant to Federal Rule 10 above, when federal funds are expended by Region 16 ESC, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Vendor Certification - Item 10

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

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

ITEM 11 - BAN ON FOREIGN TELECOMMUNICATIONS:
Federal grant funds may not be used to purchase equipment services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua technology Company (or any subsidiary or affiliate of such entities.)

Pursuant to Federal Rule 11 above, when federal funds are expended by Region 16 ESC, vendor certifies by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR § 200.216, equipment or services as a substantial or essential component of any stem, or as critical technology as part of any system.

Vendor Certification - Item 11

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

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

ITEM 12 - PROFIT AS A SEPARATE ELEMENT OF PRICE:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, Region 16 ESC may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323.

(a) The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or Offers.
(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

When required by Region 16 ESC, the Vendor agrees to provide information and negotiate with Region 16 ESC regarding profit as a separate element of the price for the particular purchase. However, the Vendor agrees that the total price, including profit, charged by the 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 12

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

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

ITEM 13 - GENERAL COMPLIANCE AND COOPERATION WITH COOPERATIVE MEMBERS:

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

Vendor agrees that the member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Vendor Certification - Item 13

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

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

ITEM 14 - 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 14

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

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

ITEM 15 - DAVIS-BACON ACT

[Applicable ONLY to prime construction contracts in excess of $2,000 where federal funds are being used for the project.]

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

Vendor Certification - Item 15

Pursuant to the Federal Rule above, when federal funds are expended by Region 16 ESC, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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

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

ITEM 16 - BUY AMERICA PROVISIONS

The buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically unless an authorized exception exists and has been approved by the District.

Vendor Certification - Item 16

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

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

ITEM 17 - EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive

Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by Region 16 ESC or any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Vendor Certification - Item 17
Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment, herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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

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

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Company Name: _____

_____ _____
Signature of Authorized Company Official Printed Name

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 Offer 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 is 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

Chapter 809 (VERIFICATION) DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES
REVISED SEPTEMBER 2021

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: _____ Title: _____

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

Name of signatory	Signature	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

Sponsorships for Region 16 ESC Partnerships with Purpose

RFO #R16-08-26

CHECKLIST
(Include with submission)

_____ Original Offer
_____ 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, Ed.D. at (806) 677-5023 to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

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

Sponsorships for Region 16 ESC
Partnerships with Purpose

RFO #R16-08-26

ACCEPTANCE OF BID AND CONTRACT PAGE

BIDDER: Having carefully examined the Offer 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 RFO 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 Offer.

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 RFO 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 RFO. 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 September 1, 2026, and continue until August 31, 2027, unless terminated, canceled, or extended. By mutual agreement, the contract may be extended for three (3) additional 12-month periods ending on August 31, 2028, August 31, 2029, and August 31, 2030.**

Region 16 ESC

Region 16 ESC Representative: Derek Criswell Title: CFO

Signature _____ Date _____