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

**REQUEST FOR PROPOSAL**

# Professional Development and Keynote Services

## RFP # PD-024A-010

### 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:

Andrew Pickens 806-677-5040 andrew.pickens@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 Professional Development and Keynote Services.**

**Anticipated Schedule of Events:**

| | |
|---|---|
| Request for Proposals Released | September 17, 2024 |
| Receive and Open Proposals | October 8, 2024, 2:00 PM thru October 31, 2028 |
| Review Proposals | October 9, 2024 – October 31, 2028 |
| Region 16 ESC Board Approval | October 25, 2024, thru October 27, 2028 |

This is a continuous solicitation. Vendors may submit a proposal from the opening date until 10/31/2028. Submissions will be evaluated continuously throughout the term. Region 16 may, at its sole discretion, extend the solicitation via addendum.

**PROPOSAL MUST BE RECEIVED BEFORE:**
**October 8, 2024, 2:00 PM for the First Board Meeting Approval Opportunity**

**MAIL OR HAND DELIVER:**

Andrew Pickens
Region 16 ESC
5800 Bell Street
Amarillo TX 79109-6230
andrew.pickens@esc16.net
Voice 806-677-5040

A total of one original, one copy, and one memory stick of each proposer's completed "Questionnaire," "Proposal Form," and any additional materials must be submitted to Andrew Pickens at the address noted above no later than Tuesday, October 8, 2024, 2:00 PM for the first Board Meeting Approval Opportunity in an opaque envelope, sealed, and clearly marked:

**Sealed Proposal**
**Professional Development and Keynote Services**
**RFP # PD-024A-010**
**October 8, 2024, 2:00 PM for the First Board Meeting Approval Opportunity**

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 October 8, 2024, 2:00 PM for the First Board Meeting Approval Opportunity 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.
C. Workers Compensation. Limit of not less than $1,000,000.
D. Automobile liability insurance, including owned, hired, and non-owned coverage
   Minimum $250,000 each person
   Minimum $500,000 each – bodily injury
   Minimum $100,000 property damage limit
D. Performance bond in the amount equal to 100% of the contract

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.

## SCOPE OF SERVICES/RESPONSIBILITY

This RFP focuses on engaging professionals who can deliver keynote speeches and professional development training to educators and staff. The goal is to improve overall staff effectiveness, promote innovative educational practices, and support professional growth. Submissions may include but are not limited to:

- Leadership Development: Training in leadership skills for administrators and school leaders (e.g., principals, superintendents).
- Classroom Management: Strategies to manage student behavior and create positive learning environments.
- Student Engagement: Techniques for engaging students in learning and enhancing participation in the classroom.
- Instructional Strategies: Professional learning focused on evidence-based teaching practices to improve student outcomes.
- Differentiated Instruction: Training in methods for personalizing instruction to meet the needs of diverse learners.
- Social and Emotional Learning (SEL): Strategies to help students manage emotions, set goals, and establish positive relationships.
- Technology Integration: Training on integrating technology in the classroom (e.g., using educational apps, digital tools, and remote learning platforms).
- Curriculum Design and Development: Assistance in designing or refining curricula to meet academic standards and goals.
- Assessment and Data Use: Understanding assessment tools and how to use data to drive instruction and decision-making.
- Motivational Keynotes: Inspirational speeches aimed at energizing and inspiring educators and staff for the school year or specific initiatives.
- Teacher Well-Being and Self-Care: Supporting staff with resources for maintaining mental and physical health.
- Effective Communication: Strategies for improving communication between staff, administrators, parents, and students.
- Crisis Management: Training to handle crisis situations (e.g., school safety, mental health crises, etc.).
- Change Management: Helping schools and districts manage transitions or implement new programs effectively.
- Program Evaluation: Assessing the impact and effectiveness of current educational programs and initiatives.
- Conflict Resolution and Mediation: Consulting and training on conflict management in school settings.

- Provide Materials to engage the audience for both current and future learning opportunities
- Individuals and Group Support: Support the work of individual groups in preparing documents, materials, and presentations.
- Higher Level Thinking and Problem Solving: Support the development of higher-level thinking skills, including communication, critical thinking, creative thinking, problem-solving strategies, etc.
- Customer Service: design training aligned to an organization's culture, which allows the culture to flourish/offer resources or tools to evaluate customer service post-training.

**Consulting services specifically EXCLUDED FROM CONSIDERATION due to statutory requirements are: Accounting, architects, landscape architects, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or professional services provided by a person lawfully engaged in interior design (regardless of whether the person is registered as an interior designer under the Occupations Code).**

**CONTRACTOR'S SPECIFIC REQUIREMENTS**

The Vendor must have a proven track record of providing training to K-12 and other public organizations.

- Advanced degree in education or related work experience preferred.
- Demonstrated success in working with adult learners.
- Demonstrated success in working with teachers and consultants.
- Experience in delivery of professional staff development/training.
- Demonstrated ability to facilitate work groups.
- Excellent oral and written presentation skills.
- Experience in writing educational materials.
- Customer service training and support in developing instructional coaching material.

Organizations interested in submitting proposals for the requirements mentioned above for review should mail a proposal from a common carrier, no electronic submissions will be accepted, of not more than five pages, clearly indicating which requirements your organization can meet:

- Title Page with vendor name, contact information, requirements you can meet.
- Executive Summary that provides an overview of proposal components identified by the requirements included as a part of the vendor's submission.
- Product and Content Expertise of the vendor, including:
    - the organization's structure, experience, and leadership,
    - evidence of the capacity of your organization to meet all requirements and delivery of requested services.
    - clear knowledge and understanding of the current training trends with successful outcomes.

**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

# Professional Development and Keynote Services

## RFP # PD-024A-010

### 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: $_____**

**Price per half day: $_____**

**Price per full day: $_____**

**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: _____ )**

-

**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 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: _____ )**

- **ITEM 3 – 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

# 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

## Professional Development and Keynote Services

## RFP # PD-024A-010

**CHECKLIST** (Include with submission)

_____ 1 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
_____ 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 Andrew Pickens at (806) 677-5040 to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

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

## Professional Development and Keynote Services

# Region 16 ESC RFP # PD-024A-010

## 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 November 1, 2024, and continue until October 31, 2025, unless terminated, canceled, or extended. By mutual agreement, the contract may be extended for three (3) additional 12-month periods ending on October 31, 2026, October 31, 2027, and October 31, 2028.**

Region 16 ESC
Region 16 ESC Representative Derek Criswell Title CFO

Signature _____ Date _____