

**Region 16 Education Service Center
Request for Competitive Sealed Proposals**

Diapers

INSTRUCTIONS TO VENDORS

Requests for proposal forms should be addressed to:

Andrew Pickens
Director of Purchasing
Region 16 ESC
5800 Bell Street
Amarillo, Texas 79109-6230
Phone: (806) 677-5040
E-mail: andrew.pickens@esc16.net

Please submit one copy of each vendor's completed Form of Proposal to:

Andrew Pickens at the address noted above.

Proposals must be received no later than 2:00 p.m., Tuesday, June 4, 2024 and should be submitted in an opaque envelope, sealed, and clearly marked:

Diaper Bid

Proposal opening: 2:00 p.m., Tuesday, June 4, 2024

Fax proposals will be not be accepted. Late proposals will not be accepted. Proposals received after the deadline will be returned unopened. All timely received proposals will be opened at 2:00 p.m., Tuesday, June 4, 2024, at Region 16 ESC, 5800 Bell Street, Amarillo, TX. This is not a public opening. Within 30 days following the date of the opening Region 16 ESC staff will evaluate each proposal submitted. Region 16 ESC reserves the right to accept or reject any and all proposals and waive any formalities.

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 vendor.

GENERAL CONDITIONS

1. The intended Agreement will become effective July 1, 2024 and will remain in effect for one calendar year. Region 16 ESC reserves the right to extend the Agreement up to an additional thirty-six (36) months in twelve-month increments with all terms and conditions remaining firm.
2. Region 16 ESC reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.

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; 50%
2. The reputation of the vendor and of the vendor's goods or services; 10%
3. The quality of the vendor's goods or services; 10%
4. The extent to which the goods or services meet Region 16 ESC's needs; 10%
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%
7. The total long-term cost to Region 16 ESC to acquire the vendor's goods or services; 10%

SCOPE OF WORK

Diaper deliveries are being sought for the following location:

1. Region 16 ESC Head Start, 1601 South Cleveland, Amarillo, TX

Items to Bid On: (Please include pack size where appropriate) Region 16 ESC anticipates purchasing 15 cases of assorted size diapers per location mentioned above every 3 – 4 months

Diapers – Sizes 1 through 6	_____		
Diaper Size 1 Jumbo 2pk	50 ct		\$ _____
Diaper Size 2 Jumbo 2pk	42 ct		\$ _____
Diaper Size 3 Jumbo 4pk	36 ct		\$ _____
Diaper Size 4 Jumbo 4pk	31 ct		\$ _____
Diaper Size 5 Jumbo 4pk	27 ct		\$ _____
Diaper Size 6 Jumbo 4pk	23 ct		\$ _____

Name of Vendor _____

Vendor Address: _____

Telephone # _____ Fax# _____

Authorized Signature _____

Printed Name and Title _____

Date _____

REFERENCES

Provide the names of three (3) individual references for services performed of similar size and scope sought by this price proposal.

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: _____

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

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.”

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

“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: _____

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

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.

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

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 Proposer.

___ Offeror is a Non-resident Proposer.

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 under-price proposers whose resident state is the same as Offerors 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 ___

By signing below, I certify that the information listed in “Texas Resident Information” and “Vendor Employment Certification” is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

MWBE/HUB BUSINESS CERTIFICATION

A proposer that has been certified as a Minority/Women Business Enterprise (also known as a “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 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.

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

Printed Name

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 awarded a contract.

List and fully explain any deviations Offeror is submitting:

CONSENT TO RELEASE CONFIDENTIAL/PROPRIETARY/COPYRIGHT INFORMATION TO REGION 16 ESC PERSONNEL

Region 16 ESC personnel seeking to make purchases using this contract may wish to view information included in the Proposals of awarded vendors. If you indicated that any of your included information is proprietary, confidential, or subject to copyright, and you are awarded a contract, your acceptance of the award constitutes your consent to the disclosure of such information to Region 16 ESC personnel.

Note: Neither Region 16 ESC nor its Administrators and personnel will be responsible for the use or distribution of information by its personnel or any other party.

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

Signature of Authorized Company Official

Printed Name

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

FORM CIQ

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.

“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: _____)

➤ **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 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 – 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: _____

Address: _____

City, State, Zip: _____

Bidder Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

Company Official's Title: _____

SB 9 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. 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 ESC that: (check one)

_____ None of Contractor's employees are *covered employees*, as defined above. If this box is checked, 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 box 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 in writing within 3 business days.
3. Upon request, Contractor will provide Region 16 ESC with the name and any other requested information of covered employees so that Region 16 may obtain criminal history record information on the covered employees.

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

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

Title

Date

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 Education Service Center.

Company Name: _____

Signature of Company’s Authorized Official: _____

Print Name: _____

REGION 16 ESC

RFP DIAPERS

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 July 1, 2024, and continue until June 30, 2025, unless terminated, canceled, or extended. By mutual agreement, the contract may be extended for three (3) additional 12-month periods ending on June 30, 2026, June 30, 2027, and June 30, 2028.**

Region 16 ESC

Region 16 ESC Representative Derek Criswell Title CFO

Signature _____ Date _____