

**GREGORY-PORTLAND
INDEPENDENT SCHOOL DISTRICT**

RFP #2526-03

**REQUEST FOR PROPOSALS FOR
DIGITAL CURRICULUM AND
VIRTUAL PROGRAMMING SOLUTION**

Due Date: February 19, 2026, at 2:00 PM (CT)

Contact Information:

Dr. Michael Norris
Executive Director of School Leadership & Accountability
Gregory-Portland Independent School District
1200 Broadway Blvd.
Portland, TX 78374
Phone: (361) 777-1091
Email: mnorris2@g-pisd.org

INTRODUCTION

Pursuant to Texas Education Code § 44.031, Gregory-Portland Independent School District (“Gregory-Portland ISD”) by this Request for Proposals (“RFP”) is seeking proposals from qualified vendors to provide digital curriculum, virtual learning platforms, and related instructional and operational support services to support the establishment and operation of a District-operated Virtual and Hybrid Academy beginning with the 2026-2027 school year (hereinafter, the “Program”). The Program is intended to deliver instruction primarily through an asynchronous model that allows students to progress through coursework at an individualized pace, while incorporating required academic interaction and targeted hybrid or in-person supports for students who require additional structure. By this RFP, the District seeks to obtain information that allows for the assessment of the capacity of proposing vendors to provide services effectively and reliably in connection with the Program. The District intends to award any resulting contract to the Respondent whose proposal is determined to provide the best value to the District based on the evaluation criteria published herein. The capabilities of the vendor, including demonstrated experience with K-12 virtual or hybrid instructional models, operational reliability, and general reputation are relevant considerations in the District’s evaluation of proposals. Any prior discussions or informational exchanges regarding virtual or hybrid instructional models were non-binding and shall not be construed as a commitment to or preference of any particular vendor or solution.

Any reference to “Respondent” or “proposer” shall mean and refer to a firm, vendor, entity or individual submitting a response to this solicitation.

INTENDED SCHEDULE

Proposal Issue Date: January 29, 2026

Deadline to Submit Questions to the District: Monday, February 9, 2026, at 3:00 p.m. CT. Questions must be directed to mnorris2@g-pisd.org with a CC to Mr. Chris Casarez at ccasarez@g-pisd.org. Email questions must contain the subject line “RFP #2526-03 Digital Curriculum and Virtual Programming Solution – Respondent Question” and must be received by the District no later than the above-referenced Deadline to Submit Questions to the District.

Proposal Deadline: All proposals shall be received exactly as described herein by: Thursday, February 19, 2026, at 2:00 p.m. CT.

Evaluation and Ranking of Respondents: The District’s scoring committee shall make recommendations, and the Board shall rank the firms at the Gregory-Portland ISD Board meeting scheduled for Monday, February 23, 2026, at 6:00 p.m. CT. Following evaluation and ranking of proposals, the District shall first attempt to negotiate a contract with the top-ranked proposer and, if unable to reach agreement, may formally end negotiations and proceed sequentially with the next-ranked proposer until a contract is executed or negotiations are terminated.

GENERAL SUBMISSION REQUIREMENTS

Responses to this RFP should address each of the Specific Qualifications/Questionnaire in the same order in which they are set forth below. Proposals must include completed copies of Attachments A-F, except that Attachment B should be uploaded online as instructed only if applicable. Proposals received after the specified date and time for submission shall not be considered and will be filed unopened. Proposals submitted by facsimile or any other method other than physical delivery (exactly as prescribed herein) through the United States Postal Service, hand-delivery, or courier will not be accepted. It shall be the responsibility of the firm submitting a Response, *i.e.*, the Respondent, to ensure that it has been properly received by the deadline. If the Response is not legible, the District may determine that the submission is non-responsive. All submissions will become the property of the District. All information, documents, or other materials submitted in response to this solicitation are considered non-confidential and non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after a contract is awarded. The District strictly complies with all statutes, court orders, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

This RFP does not obligate Gregory-Portland ISD to award any contract or pay any costs incurred by the Respondent in the preparation and submittal of a Response to the RFP.

Respondents to this RFP shall not contact District staff, Trustees, or Administrators in reference to the RFP except via the designated contact method provided for questions and clarifications provided herein.

The Gregory-Portland ISD Board of Trustees may, but is not required to, interview Respondents evaluated and recommended by Gregory-Portland ISD administration from those responding to this RFP.

All proposals shall be evaluated and ranked on the criteria identified herein, and final selection will be based upon the proposer's demonstrated competence to offer the best value to meet the needs of the District, the quality of the documents provided, and other relevant factors permitted under applicable law. Fees and pricing information, if requested, may be considered as part of the District's best value evaluation. A scoring committee shall evaluate and score the Proposals and recommend scores and rankings to the Board. The Board shall rank and select the top-ranked Respondent. The District will seek to negotiate a contract with the top-ranked Respondent. If a contract cannot be successfully negotiated with the top-ranked Respondent, the District will cease negotiations and may proceed to enter negotiations with the next highest-ranked proposer.

Questions & Clarifications: Questions must be directed to mnorris2@g-pisd.org. Email questions must contain the subject line "RFP #2526-03 Digital Curriculum and Virtual Programming Solution – Respondent Question" and must be received by the District no later than the Deadline to Submit Questions to the District published herein. In the event that you do not receive a timely response, Mr. Chris Casarez may serve as a secondary point of contact at

ccasarez@g-pisd.org. *No other contact with the District during the evaluation process is permissible.* Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by the District as a Q&A or addendum and emailed to all parties recorded by the District as interested. All such Q&A or addenda issued by the District prior to the time that proposals are received shall be considered part of the RFP. Only those inquiries to which the District replies by written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

No Electronic Submission: Proposals may not be submitted electronically. Physical proposals must be delivered exactly as described herein. Do not email, fax, send a link, or otherwise attempt to electronically deliver a proposal to the District. Proposals that fail to meet the submission requirements and deadlines as noted herein shall not be considered.

Physically Delivered Proposal Requirements: Sealed proposals must be delivered exactly as described in this provision. Proposals shall include three (3) bound paper copies and one (1) electronic copy on a USB Flash Drive. Proposals must be plainly marked on the cover of the envelope with the name of the Respondent, the RFP number, must state “Sealed Proposal for Digital Curriculum and Virtual Programming Solution”, and must include the date and time of deadline for submission. Delivered proposals must be received by the District by the deadline published herein and may only be delivered via the United States Postal Service, hand-delivery, or courier to:

Chris Casarez
Purchasing Coordinator
Gregory-Portland ISD
1200 Broadway Blvd.
Portland, TX 78374

SCOPE OF SERVICES

The District seeks a vendor-supported solution to assist in the operation of a District-managed Virtual and Hybrid Academy, beginning with the 2026–2027 school year. The Program is intended to deliver instruction primarily through an asynchronous model that allows students to progress through coursework at an individualized pace, supplemented by required academic interaction and targeted hybrid or in-person supports for students who require additional structure. The Program will serve students enrolled in the District and will be operated under the District’s governance and instructional oversight. All instructional content must align with the Texas Essential Knowledge and Skills (TEKS), and students participating in the Program will be subject to the same credit requirements, graduation standards, and diploma expectations as students enrolled in the District’s traditional campuses. The selected proposer’s services must support the District’s ability to monitor student participation, academic progress, and engagement; provide required parental access to instructional materials and platforms; and maintain appropriate data privacy and security protections. The District anticipates that implementation activities will occur in advance of the 2026–2027 school year to allow sufficient

time for system configuration, training, and student onboarding.

The Scope of Services to be performed by the selected Respondent for the Program includes provision of digital curriculum, virtual learning platforms, and related instructional and operational support services necessary to support the establishment and ongoing operation of the District’s Virtual and Hybrid Academy. Services may include, but are not limited to, instructional content delivery, learning management system functionality, student engagement and participation tracking, reporting and documentation tools, implementation planning, staff training, and ongoing technical and instructional support, all in a manner consistent with applicable law and District requirements.

The Respondent shall work collaboratively with the District throughout implementation and operation of the Program to support development, deployment, and refinement of instructional and operational components. Services shall support the District’s oversight of curriculum alignment, student engagement, academic progress monitoring, parental access, and compliance with applicable Texas Education Agency requirements. The Respondent should have extensive experience providing virtual or online instructional programs to K–12 public school districts, preferably including experience serving Texas school districts and operating within applicable state accountability, attendance, and reporting frameworks. The District reserves the right to determine the grade levels served in the Program.

EVALUATION CRITERIA

Selection from among the Respondents will be made in accordance with applicable Texas law and District procurement requirements, based on a competitive evaluation of the proposals received in response to this RFP. In evaluating proposals submitted, the District will consider the criteria set out in Section 44.031(b) of the Texas Education Code as shown in the Ranking Methodology below. Failure to comply with any of the instructions set forth in this RFP or to submit a complete proposal may result in the proposal being deemed non-responsive and therefore eliminated from further evaluation.

Ranking Methodology. The information submitted in response to this RFP shall be organized, assessed, and weighted by the scoring committee as follows:

Assessment Criteria	Weight
Experience providing TEKS-aligned virtual or online instructional programs to Texas school districts or similarly situated public entities.	25 points maximum
Instructional quality, curriculum alignment, and assessment methodology	20 points maximum
Ability to Provide Services to the District, including implementation, scalability, technology platform, and ongoing support	15 points maximum
Experience working with the District, if any, or similarly situated districts	5 points maximum
References and reputation of the vendor	10 points maximum

Financial stability and organizational capacity of the vendor	5 points maximum
Cost and pricing structure	20 points maximum

The District reserves the right to award a contract to the Respondent offering the best value, and not necessarily to the Respondent proposing the lowest price and reserves the right to accept or reject any or all proposals and waive any formalities.

By submitting a proposal in response to this RFP, the Respondent accepts the evaluation process and methodology and further accepts the determination of “best value” may or will involve subjective judgment by the District. Respondent waives any claim it has or may have against the District, its trustees, officers, employers, and agents relating to or arising out of the District’s administration of this RFP, including the recommendation of any proposal or awarding of a contract as a result of the RFP.

Specific Qualifications/Questionnaire & Attachments. All interested and qualified vendors are invited to submit a proposal demonstrating their experience, qualifications, and capacity to provide virtual or online instructional services to the District. At a minimum, proposals submitted in response to this RFP must include the information identified and numbered below.

1. Name of Vendor.
2. Business address.
3. Primary contact information, including name, title, direct telephone number, and e-mail address.
4. Type of organization (*e.g.*, corporation, partnership, limited liability company, nonprofit entity, etc.).
5. General statement of qualifications, including a summary of the vendor’s experience providing virtual or online instructional programs.
6. History of the vendor and principals, including:
 - Years in business (if less than five (5) years, prior experience of principals)
 - Years operating under the current name
 - Former names under which the vendor has operated, if any
 - Experience and background of key principals
 - Past relationship with the District, if any, including scope of services provided
7. Key personnel proposed to support the virtual instructional program, including resumes, curricula vitae, or similar documentation of qualifications and experience (instructional, administrative, and technical staff, as applicable).
8. Current operational capacity and workload, including a description of:
 - Existing virtual or online instructional programs currently supported
 - Approximate number of students served
 - Grade levels supported
 - Geographic areas or school districts served

9. Professional certifications, licenses, or credentials held by personnel who will provide instructional, administrative, or technical services under the proposed program (as applicable).
10. General experience and expertise related to virtual or online instructional services for public school districts or other similarly situated entities, including:
 - A list and brief description of major virtual or online instructional programs provided within the last five (5) years
 - Experience operating within Texas public education requirements, if applicable
 - Description of the vendor's approach to communication, coordination, and collaboration with District staff
11. References. Provide information for five (5) recent or current references for virtual or online instructional programs. The District may contact the references provided.
 - Name of organization
 - Contact person
 - Mailing address
 - Telephone number and email address
 - Description of services provided
 - Approximate number of students served
 - Dates of service
12. Claims and litigation history. List and explain any claims, litigation, mediation, or arbitration involving the vendor within the last five (5) years, including:
 - Any failure to complete services as contracted
 - Any outstanding judgments, claims, or proceedings
 - Any lawsuits or dispute resolution actions initiated by the vendor

Responses should be provided to the extent permitted by law.
13. Insurance coverage. Provide a statement describing the types and limits of insurance currently maintained by the vendor that may apply to services provided under this RFP (e.g., general liability, professional liability, cyber liability, etc.).
14. Financial capacity. Provide a statement regarding the vendor's ability to furnish, upon request:
 - Bank references
 - Insurance certificates
 - Audited or reviewed financial statements
15. Conflict of Interest Questionnaire (CIQ). Complete and submit the most recent version of the Conflict of Interest Questionnaire (Form CIQ) promulgated by the Texas Ethics Commission. **(Attachment A)**.
16. Form 1295. Review and submit Form 1295, if applicable, in accordance with District instructions. For purposes of Form 1295, the Contract ID is the RFP number assigned to this solicitation. **(Attachment B)**.

17. Felony Conviction Notification. Complete and submit the Felony Conviction Notification, included as **(Attachment C)**.
18. Pricing Proposal. Complete and submit the Pricing Proposal Form, included as **(Attachment D)**, setting forth the proposed cost and pricing structure for the virtual instructional services described in this RFP.
19. EDGAR Certification. Complete and submit the EDGAR Certification form included with the RFP **(Attachment E)**.
20. Authorized Representative. Complete and submit the Certification of Authorized Representative included with the RFP **(Attachment F)**.

GENERAL TERMS AND CONDITIONS

Notice: The following General Terms and Conditions of this RFP shall be expressly or by reference incorporated into the contract with the successful Respondent, which is the “contract” referred to in these Terms and Conditions. The General Terms and Conditions below are not representative of all terms and conditions to be included in the formal contract to be entered into between the District and Respondent. Any reference to the term “Owner” refers to the District. The “Respondent” refers to the successful respondent, proposer, offeror, or vendor. **The submission of a proposal in response to this RFP represents an agreement with each of the terms and conditions set forth below.**

1. **Delivery of Services and Standard of Care.** Vendor agrees to provide Services listed and described in the Scope of Work in the subject RFP, and is responsible for all services provided under the resulting Contract, and warrants as follows regarding standard of care: If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards. Nothing contained in this Contract shall require District to pay for any unsatisfactory services, as determined by District’s representative, or for work that does not comply with the terms of this Contract.
2. **Term.** If no term is stated in the RFP, the resulting written contract, unless otherwise provided or required by the contract or the RFP, shall be for a period of one (1) year from the effective date of the contract, with the District having the exclusive option to renew on an annual basis or as stated in the contract.
3. **Termination.**
 - 3.1 **Termination Without Cause.** This Contract may be terminated by District without cause or for the District’s convenience at any time, should District’s

representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Contract. In such event, Notice shall be provided in accordance with the notice provisions contained in these Terms and Conditions or as further specified in the formalized Contract, and the termination shall be effective immediately upon delivery of notice to the Vendor, unless otherwise stated in the Notice. Unless otherwise stated in the Notice, upon receipt of such Notice, all services and/or the delivery of goods shall cease and be immediately discontinued, and all materials as may have been accumulated in performing the Contract, whether completed or in progress, shall be delivered to the District. In event of termination without cause or for the District's convenience, the District shall pay the Vendor for services properly executed and/or goods delivered and accepted prior to the Vendor's receipt of the District's Notice of Termination, following delivery of Vendor's final invoice, in accordance with the payment terms of the Contract. Vendor shall not, however, be entitled to lost or anticipated profit on unperformed services or goods not delivered and accepted, nor shall Vendor be entitled to compensation for any unnecessary or unapproved work performed or goods delivered without prior approval, during the time between the issuance of the District's notice of termination and the actual termination date.

3.2 Defaults With Opportunity for Cure. Should Vendor fail, as determined by the District's representative, to satisfactorily perform the duties set out in the Scope of Work and/or timely and satisfactorily deliver the Goods required to be delivered, comply with any covenant herein required, breaches any warranty provided herein, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default(s), in accordance with the Notice provisions contained in these Terms and Conditions, specifying the specific Event(s) of Default and the action necessary to cure such default(s). Vendor shall have fourteen (14) calendar days after receipt of the written notice to cure such default. If Vendor fails to cure the default within such cure period, or in the District's sole determination has taken steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate the contract in whole or in part as District deems appropriate, and to contract with another Vendor to complete the Scope of Services or deliver the remaining Goods as required by the Agreement. Unless multiple awards have been made for the Scope of Services or Goods to be delivered, the District shall also have the right to offset the cost of said new agreement with a new Vendor against Vendor's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of the District to mitigate its losses.

3.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Vendor given in accordance with the notice provisions contained in the contract, District may immediately terminate this Contract, in whole or in part, "for cause":

- a) Vendor makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with the contract or its performance hereunder;
- b) Vendor violates or materially fails to perform any covenant, provision,

obligation, term, or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein;

- c) Vendor fails to cure, or initiate steps reasonably calculated to cure, a default as required by the contract, within the time period required for cure;
- d) Vendor violates any rule, regulation, law, or District policy to which Vendor is bound or shall be bound under the terms of the contract; or
- e) Vendor attempts the sale, transfer, pledge, conveyance, or assignment of the contract contrary to the terms of the contract.
- f) Vendor ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Vendor's assets or properties.

4. **Public Information.** All documentation and materials requested to be submitted in response to this RFP are the property of Gregory-Portland ISD and are subject to public disclosure under the Texas Public Information Act, Tex. Gov't Code, Chapter 552.001 et seq., after a contract is awarded.
5. **Waiver of Claims Regarding RFP Process.** BY SUBMISSION OF A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP"), THE RESPONDENT ACKNOWLEDGES AND AGREES THAT THE DISTRICT MUST EXERCISE DISCRETION AND JUDGMENT IN ADMINISTERING THE RFP PROCESS AND EVALUATING PROPOSALS. TO THE FULLEST EXTENT PERMITTED BY LAW, RESPONDENT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARISING OUT OF OR RELATING TO THE RFP PROCESS, INCLUDING, WITHOUT LIMITATION, THE ADMINISTRATION OF THE RFP, THE EVALUATION OF PROPOSALS, AND THE SELECTION OF A VENDOR. SUBMISSION OF A PROPOSAL CONSTITUTES THE RESPONDENT'S RECOGNITION THAT SUBJECTIVE JUDGMENTS MAY BE MADE BY THE DISTRICT DURING THE EVALUATION PROCESS, AND RESPONDENT WAIVES ANY CLAIM RELATING TO SUCH JUDGMENTS OR TO INFORMATION CONTAINED IN THE DISTRICT'S EVALUATION OF PROPOSALS.
6. **No Contract with Prohibited Entity.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. Pursuant to Texas Government Code § 2271.002, the District is prohibited from

entering into a contract for goods or services with a company that boycotts Israel during the term of the contract. By submitting a proposal in response to this RFP, the Respondent certifies that it is not a listed company under Texas Government Code Sections 806.051, 807.051, or 2252.153, that it does not boycott Israel and will not boycott Israel during the term of the contract, and that it is not a foreign terrorist organization as identified on a list prepared and maintained by the Texas Comptroller of Public Accounts. Any misrepresentation or omission by the Respondent regarding its status under the foregoing provisions shall render any resulting contract null and void. The Respondent further acknowledges and agrees that any contract resulting from its proposal shall be null and void if the District determines that the Respondent was a listed company or was boycotting Israel at the time of procurement, or becomes a listed company or boycotts Israel at any time during the term of the contract.

7. **Boycotting Energy Companies.** Pursuant to Texas Government Code Chapter 809, the District is prohibited from entering into a contract for goods or services with a company that boycotts energy companies during the term of the contract. By submitting a proposal in response to this RFP, the Respondent certifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. The Respondent further acknowledges and agrees that any contract resulting from its proposal shall be null and void if the District determines that the Respondent was boycotting energy companies at the time of procurement or boycotts energy companies at any time during the term of the contract.
8. **Discrimination Against Firearm Entities.** Pursuant to Texas Government Code Chapter 2274, the District is prohibited from entering into a contract for goods or services with a company that discriminates against a firearm entity or a firearm trade association. By submitting a proposal in response to this RFP, the Respondent certifies that it does not discriminate against a firearm entity or a firearm trade association and will not do so during the term of the contract. The Respondent further acknowledges and agrees that any contract resulting from its proposal shall be null and void if the District determines that the Respondent discriminated against a firearm entity or a firearm trade association at the time of procurement or at any time during the term of the contract.
9. **Certification Regarding Abortion Providers.** By submission of a proposal in response to this RFP, the Respondent certifies that it is not an abortion provider or an affiliate of an abortion provider, as those terms are defined by applicable Texas law.
10. **Non-Collusion Certification.** By submission of this proposal, the Respondent certifies that:
 - a) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
 - b) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for the Program, to any other bidder, competitor or potential competitor;
 - c) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
 - d) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of proposer and they have fully informed themselves regarding the accuracy of the statements contained in this certification,

and under the penalties being applicable to the bidder as well as to the person signing on its behalf.

11. Authorized Representative. Pursuant to Texas Government Code § 2155.005, by submission of this bid or proposal, the Respondent certifies under penalty of perjury of the laws of the State of Texas that:

- a) Respondent is duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (proposer/Respondent) identified herein;
- b) In connection with this proposal, neither Respondent nor any representative of or person acting for the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- c) In connection with this proposal, neither the Respondent nor any representative of or person acting for the Respondent has violated any federal antitrust law; and
- d) Neither the Respondent nor any representative of a person acting for Respondent has 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.

12. Foreign Ownership and Control Certification. To the extent applicable under Texas Government Code Chapter 2274, the Respondent certifies that neither the Respondent, its parent company, nor any affiliate of the Respondent or its parent company is: (1) Owned by, or majority-owned or controlled by, individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of the State of Texas; (2) A company or other entity, including a governmental entity, that is owned or controlled by, or directly controlled by, the government of China, Iran, North Korea, Russia, or a designated country; or (3) Headquartered in China, Iran, North Korea, Russia, or a designated country. By submission of a proposal, the Respondent further certifies that it will not grant direct or remote access to District systems or data to any prohibited individual, company, or entity described above, except as expressly authorized by the District in writing for support or maintenance purposes.

13. Form CIQ Disclosure. Respondent agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by proposer hereunder if proposer is awarded and proposer: (1) has an employment or other business relationship with a local government officer of our 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 our 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); (3) has a family relationship with a local government officer of our local governmental entity; or (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute. Respondent confirms that it has no reportable conflict of interest or has disclosed those conflicts through the “Conflict of Interest Questionnaire - Form CIQ” attached hereto for completion. Unless proposer has previously delivered to the Owner a Certificate of Interested Parties Form 1295 relative to the resulting award, if any, Proposer hereby represents and warrants that it is either

a publicly traded business entity (as described in Section 2252.908(c)(4), Texas Government Code) or a wholly owned subsidiary of a publicly traded business entity and, therefore, RESPONDENT is not required to deliver such Form related to this Agreement and may write N/A on the related attachment. Otherwise, Respondent agrees to submit a Form 1295 if awarded the Contract.

- 14. Discrimination Prohibited.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Respondent certifies that it will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in the District’s policies and other regulations at the District, local, state, and federal levels.
- 15. Felony Conviction Notice.** Texas Education Code, Section 44.034, 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 of the business entity 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) 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.” By submitting its proposal, Respondent certifies that either: (1) Respondent is a publicly held corporation; therefore, this reporting requirement is not applicable, or; (2) Respondent is neither owned nor operated by anyone who has been convicted of a felony. Otherwise, notification under this section is required to be included in the Respondent’s proposal documents. If disclosed, the District may seek additional related documentation and information.
- 16. Certification of Good Standing.** By submission of this proposal, Respondent certifies that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Respondent’s field of work or business operations.
- 17. Certification Regarding Debarment.** By submission of this proposal, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 18. Preclusion of Automatic Renewal.** By submission of this proposal, Respondent certifies that its contracts with the District shall not include any automatic renewal clauses, and if any such automatic renewal clauses are included, they shall be considered null and void by the Parties.
- 19. Relationship of the Parties.** It is understood and agreed that Respondent is an independent contractor, and neither Respondent nor any employees, volunteers, or agents contracted by Respondent shall be deemed for any purposes to be employees, volunteers or agents of the Owner. Respondent shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and

social security), workers' compensation, disability benefits, and like requirements and obligations.

- 20. Non-Appropriations/Funding.** The contract resulting from the proposal, if any, is subject to the budgeting and appropriation of the currently available funds by the governing board of the Owner for the contract's purpose. Accordingly, in the event the contract term is greater than one year or any renewal period is permitted for more than a one-year period, the District's obligation will be subject to approval of funding at the commencement of each of the District's budget years. Respondent agrees that the District has the continuing right to terminate the contract at the end of any District budget year in which funds for the contract are not appropriated.
- 21. No Waiver of Immunity.** Owner does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents because of its execution of a contract pursuant to the RFP and performance of the functions or obligations described herein.
- 22. Insurance and Indemnity.** Unless otherwise negotiated by the parties in the final contract, the selected Respondent shall, at its own expense, procure and maintain during the term of the contract the following insurance coverage issued by insurers authorized to do business in the State of Texas:
- a) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal and advertising injury;
 - b) Professional Liability (Errors and Omissions) Insurance with limits of not less than \$2,000,000 per claim, covering acts, errors, or omissions arising out of the performance of services under the contract;
 - c) Workers' Compensation Insurance, as required by the Texas Labor Code, and employer's liability insurance, if applicable; and
 - d) Cyber Liability/ Data Privacy Insurance in the minimum amount of \$5,000,000 per claim and in the aggregate, if the Respondent will host, access, transmit, or maintain District data or student information, with limits and provisions sufficient to cover costs associated with a data breach, including notification, credit monitoring, forensic investigation, and regulatory response.

The District's stated insurance limits reflect preferred coverage levels and may be subject to final negotiation at the time of contracting. The District reserves the right to require additional insurance coverage, as reasonably necessary, based on the nature and scope of the services to be provided. All insurance costs shall be included in the Respondent's proposed pricing. The Respondent may not later increase its pricing or add a separate charge for insurance costs not included in its original proposal. **RESPONDENT AGREES, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, EMPLOYEES AND AGENTS AGAINST ALL LOSSES, COSTS, EXPENSES AND LIABILITIES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' AND EXPERT FEES AND COURT COSTS, TO THE EXTENT THEY ARISE OUT OF RESPONDENT'S NEGLIGENT ACTS OR OMISSIONS IN THE COURSE OF PROVIDING SERVICES UNDER THE CONTRACT.** In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a court of

competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas; without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of the District its employees/officials under the Texas Tort Claims Act or other Texas law. Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. All obligations set forth in this paragraph shall survive completion or termination of the contract.

23. Confidential/Proprietary Information. Respondent understands that, during the term of this Contract, Respondent will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Respondent shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Respondent's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Respondent. Respondent further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Respondent during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Respondent, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Respondent. Upon termination of this Contract, or upon request by the District, Respondent shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information.

24. Cybersecurity, FERPA, and Student Data Protection. The Respondent acknowledges that, in the course of providing services under this RFP, it may have access to or maintain student education records, personally identifiable information ("PII"), or other confidential District data. The Respondent agrees to comply with all applicable federal and state laws governing the privacy and security of such data, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations. The Respondent shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect District data and student information from unauthorized access, disclosure, alteration, or destruction. Such safeguards shall be consistent with generally accepted industry standards applicable to providers of online instructional platforms and educational technology services. The Respondent shall not use, disclose, sell, or otherwise exploit student data or District data for any purpose other than the performance of services under the resulting contract, unless expressly authorized in writing by the District or required by law.

- 25. Data Breach Notification.** In the event of any actual or suspected unauthorized access, disclosure, or breach involving District data or student information, the Respondent shall promptly notify the District, and in no event later than seventy-two (72) hours after discovery of the incident. The Respondent shall cooperate fully with the District in investigating the incident, mitigating potential harm, and complying with any applicable notification obligations under federal or state law.
- 26. Compliance with Laws and Board Policy.** Respondent shall maintain any and all applicable license(s) and certification(s) necessary to perform any services contemplated by this Agreement. Respondent shall observe and comply with all Federal, State, County and local laws and regulations, and Owner's Board Policies that in any manner affect the provision of Services and performance of all obligations undertaken pursuant to this Agreement. Further, under no circumstances shall Respondent or any of its employees, sub-contractors, representatives or agents bring any illegal drugs, alcohol or tobacco products or any firearms or other dangerous weapons onto the Owner's property, whether on their person or in their vehicles.
- 27. No Assignment.** No assignment of the Contract, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
- 28. Amendments.** The Contract may be amended or modified by, and only by, a written instrument approved by the Owner in accordance with Owner's Board Policy.
- 29. Dispute Resolution.** The parties shall attempt to resolve any dispute between them pursuant to non-binding mediation before a neutral third party before pursuing litigation. No arbitration shall be permitted under the contract.
- 30. Governing Law.** This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the State courts of the County where the Program is located for any action under this Agreement.
- 31. Conditions Precedent.** The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the contract or work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have been fulfilled by the Respondent.
- 32. Criminal History Checks.** Respondent will adhere to and cooperate with the Owner with respect to all applicable criminal history check requirements and restrictions for contractors, subcontractors and their respective employees. If applicable to the services, Respondent must certify, on forms provided by the Owner, that for each employee of Respondent who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the performance of the Services, the Respondent has obtained, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101 and 153.1117:
- a) National criminal history record information from a law enforcement or criminal justice agency for each employee of the Respondent hired before January 1, 2008; and
 - b) National criminal history record information from the Texas Department of Public Safety

for each employee of the Respondent hired on or after January 2, 2008.

Respondent will also be required to obtain from each sub-contractor or independent contractor the form of certification relating to the employees of such sub-contractors and independent contractors. All Respondent and sub-contractor forms must be submitted prior to the commencement of work by the Respondent or the applicable sub-contractor/independent contractor, who will have direct contact with students. Covered contractors or subcontractors and employees thereof must not have been convicted of an offense identified in Texas Education Code Section 22.085, or any higher standard established by the Owner.

The criminal history records shall be obtained from the clearinghouse provided by § 411.0845 of the Texas Government Code. The Respondent shall assume all expenses associated with the background checks, and, including upon notification by the Owner, shall immediately remove any employee, agent or other person who was convicted or placed on deferred adjudication community supervision for an offense for which the person is required to register as a sex offender, or who has been convicted of a felony under Title V of the Texas Penal Code if the victim of the offense was under eighteen (18) years of age at the time the offense was committed or of an equivalent offense under federal law, Texas state law, or the laws of another state.

Respondent understands and agrees that any failure to comply with the requirements of this section may be grounds for termination of the contract.

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

FELONY CONVICTION NOTIFICATION

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a) 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 of the business entity 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) 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.”

This notice is *not* required of a Publicly held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Entity Name: _____

Authorized Company Official’s Name (Printed): _____

- a) My firm is a publicly held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____

- b) My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

c. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (*attach additional pages if necessary*):

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

PRICING AND SERVICE AFFIRMATION

To: Gregory-Portland Independent School District

RFP Number: _____

RFP Name: _____

Proposal of: _____ (Proposer Company Name)

Proposer will provide the product/services to the Gregory-Portland Independent School District (“G-PISD”) as indicated on the Price Sheet attached hereto. The Proposer’s focus is on identifying all costs associated with the product/services while also recognizing that G-PISD is looking to quantify all fees and work towards solutions that minimize costs while also optimizing anticipated service levels.

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above-referenced RFP upon the terms quoted below.

- (1) **Price and Products/Services Quotation:** The prices quoted in the Price Sheet shall be G-PISD’s pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that G-PISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement. Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFP response.

- (2) **G-PISD Payment Terms:** G-PISD’s standard payment terms for services are “net 30 days” from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to G-PISD:

Prompt Payment Discount _____ % _____ days / net 30 days.

- (3) **General Terms and Conditions:** Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP.

Respectfully submitted:

Company Name: _____

By: _____ (Corporate Officer’s Signature)

Printed Name: _____

Title: _____

Date: _____

PRICE SHEET

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

EDGAR COMPLIANCE

2 CFR SECTION 200 REQUIRED PROVISIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount.**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are REQUIRED and apply when federal funds are expended by Gregory-Portland ISD for any contract resulting from this procurement process.

- A. **Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by Gregory-Portland ISD, Gregory-Portland ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- B. **Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by Gregory-Portland ISD, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Gregory-Portland ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Gregory-Portland ISD believes, in its sole discretion that it is in the best interest of Gregory-Portland ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Gregory-Portland ISD as of the termination date if the contract is terminated for convenience of Gregory-Portland ISD. Any award under this procurement process is not exclusive and Gregory-Portland ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Gregory-Portland ISD.

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when federal funds are expended by Gregory-Portland ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal**

entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Gregory-Portland ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.**

Pursuant to Federal Rule (E) above, when federal funds are expended by Gregory-Portland ISD, the vendor certifies that during the term of an award for all contracts by Gregory-Portland ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the**

recipient or sub recipient 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Gregory-Portland ISD, the vendor certifies that during the term of an award for all contracts by Gregory-Portland ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Gregory-Portland ISD, the vendor certifies that during the term of an award for all contracts by Gregory-Portland ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- H. 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 1986 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Gregory-Portland ISD, the vendor certifies that during the term of an award for all contracts by Gregory-Portland ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Gregory-Portland ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Gregory-Portland ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

J. Procurement of Recovered Materials – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

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

L. Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

M. Required Affirmative Steps for Small, Minority, and Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR 200.321 – When federal funds are expended by Gregory-Portland ISD, Vendor, per 2 CFR 200.321, when possible, should ensure that small, minority and women owned firms are considered for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Pursuant to Federal Rule (M), when federal funds are expended by the District, the Vendor certifies by signing this document that it will, when possible, seek to comply with steps contemplated by 2 CFR 200.321.

N. Prohibition on Cost-Plus-Percentage-of-Cost Pricing. Under Federal Acquisition Regulation (“FAR”) 16.102(a), contracts resulting from sealed bidding shall be firm-fixed-price contracts or fixed-price contracts with economic price adjustment. FAR 16.02(c) prohibits the cost-plus-a-percentage-of-cost system of contracting.

Pursuant to Federal Rule (N), when federal funds are expended by the District, the Vendor certifies by signing this document that it will not utilize or in any way pursue cost-plus-percentage-of-cost pricing with the District.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR
WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Gregory-Portland ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Gregory-Portland ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Gregory-Portland ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

(Only Applicable to Contracts funded under the National School Lunch Program) Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name:

Address, City, State, and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation 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.

Does Vendor agree?

Initials of Authorized Representative of Vendor:

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name:

Address, City, State, and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

Federal Tax ID #:

ATTACHMENT F - RFP 2526-03 - AUTHORIZED REPRESENTATIVE

CERTIFICATION OF AUTHORIZED REPRESENTATIVE

Pursuant to Texas Government Code § 2155.005, by submission of this bid or proposal, the Respondent certifies under penalty of perjury of the laws of the State of Texas that:

- a) Respondent is duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (proposer/Respondent) identified herein;
- b) In connection with this proposal, neither Respondent nor any representative of or person acting for the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- c) In connection with this proposal, neither the Respondent nor any representative of or person acting for the Respondent has violated any federal antitrust law; and
- d) Neither the Respondent nor any representative of a person acting for Respondent has 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.

Vendor's Name/Company Name:

Address, City, State, and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date: