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

REQUEST FOR PROPOSAL

Data Strategy Project

RFP #DSP-026-01

INSTRUCTIONS TO PROPOSERS

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

Derek Criswell 806-677-5050 derek.criswell@esc16.net

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

It is the intention of Region 16 Education Service Center (Region 16 ESC) to select a qualified vendor for the Data Strategy Project.

Anticipated Schedule of Events:

Request for Proposals Released	March 31, 2026
Receive and Open Proposals	April 17, 2026, 2:00 PM
Review Proposals	April 17-23, 2026
Region 16 ESC Board Approval	April 24, 2026

PROPOSAL MUST BE RECEIVED BEFORE:
April 17, 2026, 2:00 PM

MAIL OR HAND DELIVER:

Derek Criswell
Region 16 ESC
5800 Bell Street
Amarillo, TX 79109-6230
derek.criswell@esc16.net
Voice 806-677-5050

A total of one (1) original and two (2) hard copies and one electronic copy on a USB flash drive of each proposer's completed proposal and related forms below, and any additional materials provided by Vendor, must be submitted to Derek Criswell at the address noted above no later than Friday, April 17, 2026, 2:00 PM in an opaque envelope, sealed, and clearly marked:

Data Strategy Project
RFP #DSP-026-01
April 17, 2026, 2:00 PM

Fax or electronic submissions shall NOT be considered. No late proposals will be accepted. All proposals received after the deadline will be returned unopened. All timely received proposals will be opened on April 17, 2026, 2:00 PM at Region 16 ESC, 5800 Bell, Amarillo, TX. This is not a public opening. Region 16 ESC staff will evaluate each proposal submitted.

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

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

Proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public.

Region 16 ESC reserves the right to reject, in its sole discretion, any or all proposals submitted in response to the RFP, or any part of any proposal and/or waive minor technicalities. **Region 16 ESC reserves the right to seek clarification and/or request additional information after all proposals have been opened**. Region 16 ESC will award a contract, if any, that serves the best interests of the ESC. Region 16 ESC's waiver of any deviations in any proposal will not constitute a modification of this RFP and will not preclude the ESC from asserting all rights against Vendor for failure to fully comply with all terms and conditions of this RFP. Should a proposal contain conflicting terms, Region

16 ESC reserves the right to enforce the term or terms in such proposal that it determines to be in the best interest of the ESC, and Vendor agrees to be bound by the terms it has proposed that Region 16 ESC determines are most favorable. ***All proposals in response to this RFP become the property of Region 16 ESC and may constitute contracting information that is subject to release to any requester under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute.*** If Vendor believes any portion of its proposal is excepted from release, it should clearly mark such portion as "CONFIDENTIAL," and provide written legal authority as to why Vendor believes such information should not be released.

Region 16 ESC may re-issue another RFP for the services as described in this RFP or similar services at any time.

REGION 16 ESC RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE IRREGULARITIES OR INFORMALITIES AS MAY BE DEEMED IN THE ESC'S BEST INTEREST.

WAIVER OF CLAIMS: BY TENDERING A PROPOSAL IN RESPONSE TO THE ESC'S RFP, THE PROPOSER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE ESC FOR SELECTING A PROPOSER. BY SUBMITTING A PROPOSAL, THE PROPOSER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST ESC AND ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THE ESC'S RFP.

PROPOSAL INSTRUCTIONS

1.1 RECEIPT AND OPENING OF PROPOSALS

1. Region 16 ESC invites proposals from qualified vendors for a two-phased project to develop and implement a data lake, reporting and visualization platform ("Data Strategy Project") as follows:

   Phase 1: System architecture design and planning, including discovery, strategy & architecture
   Phase 2 (Contingent on funding and performance in Phase 1): implementation, engineering, & system integration

2. SUBMISSION OF PROPOSALS: Proposals shall be submitted in a sealed, opaque envelope addressed to Derek Criswell, CFO. Proposals shall be delivered by U.S. Postal Service, by hand delivery or overnight carrier to:

   Derek Criswell, CFO
   Region 16 ESC Business Office
   5800 Bell Street
   Amarillo, TX 79109

   PROPOSALS SHALL BE SUBMITTED NO LATER THAN THE PROPOSAL DEADLINE:

   Friday, April 17, 2026 at 2:00 pm

   ALL ENVELOPES CONTAINING PROPOSALS SHALL BE MARKED WITH "**RFP #DSP-026-01, Data Strategy Project**"

   ALL PROPOSALS MUST BE RECEIVED BY DISTRICT BEFORE THE PROPOSAL DEADLINE.

3. LATE PROPOSALS: District is not responsible for lateness of mail, carrier, etc. and the time/date stamped in District's office shall be the official time of receipt.

4. OPENING: Proposals will be opened and the following will be read aloud:

   Name of firm responding
   Fees or prices

5. LOCATION OF PROPOSAL OPENING: Proposals will be publicly opened on date and at the Proposal Deadline indicated in 1.1.B. above. Opening will be at the following location:

   Region 16 ESC Business Office
   5800 Bell Street
   Amarillo, TX 79109

6. NO ORAL, electronic, telegraphic, telephonic or facsimile transmitted proposal(s) will be considered

7. PRE-PROPOSAL MEETING: There will NOT be a pre-proposal meeting.

8. District's Reservations: Region 16 ESC reserves the right to:
    1. Waive any minor informality in any RFP procedure.
    2. Reject or cancel any or all responses.
    3. Reject the vendor's response based on any lawful factor Region 16 ESC deems not in the best interest of Region 16 ESC.
    4. Extend the Proposal Deadline.
    5. Reissue a new Request for Proposals.
    6. Consider and accept any Proposal that is considered in the best interest of Region 16 ESC.
    7. Make an award without discussion with any vendor, after the proposal responses are received and evaluated.

1.2 PREPARATION OF PROPOSAL

1. Each vendor must submit three (3) complete sets of proposal documents and one (1) electronic copy on a USB drive.

2. Make proposal in name of principal and if co-partnership, give names of all parties.

3. Give vendor's complete address.

4. If proposal is submitted by an agent, provide satisfactory evidence of agency authority.

5. Fill in all prices in both words and figures.

6. Submit proposal in sealed, opaque envelope. No fax or electronic proposals will be considered.

7. Indicate on the outside of envelope the vendor's name, address, and label "RFP #DSP-026-01, Data Strategy Project."

8. If forwarded by mail, enclose sealed envelope containing proposal in another envelope addressed as indicated.

9. Proposal(s) must be received prior to opening time. **ANY PROPOSAL RECEIVED AFTER THE DESIGNATED PROPOSAL DEADLINE LISTED HEREIN SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

1.3 WITHDRAWAL OR REVISION OF PROPOSAL

1. A proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:

    1. Vendor may, without prejudice to himself, withdraw its proposal after it has been deposited, provided request for such withdrawal is received before the bid deadline.

    2. After opening, no proposal may be withdrawn.

    3. Any interlineation, alteration, or erasure made before receiving time must be initialed and dated by the person who signed the proposal, guaranteeing authenticity.

    4. Once a proposal has been opened by Region 16 ESC, it may not be changed for the purpose of correcting an error to the price proposed.

1.4 NON-RESPONSIVE PROPOSAL

1. Proposal(s) are considered NON-RESPONSIVE and may be rejected for any reason unless otherwise provided by law, including without limitation:

    1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous.
    2. If vendor adds any provisions reserving right to accept or reject any award, or to enter into a contract pursuant to an award.

2. District reserves right to reject any or all proposal and to waive irregularities or informalities as may be deemed in District's best interest, and/or re-issue an RFP for all or a portion of the Project, as it may determine in its sole discretion.

3. A proposal that is rejected will not be evaluated and will not be considered.

1.5 INTERPRETATIONS

1. If vendor is in doubt as to the true meaning or intent of the proposal documents, vendor must submit a written request for interpretation, directed to Derek Criswell.
2. Vendor submitting request is responsible for its prompt and actual delivery.

3. Requests for interpretations must be received on or before eight (8) business days prior to Proposal Deadline.

4. Only interpretations or clarifications answered by Region 16 ESC's Representative named above or the person will be binding.

5. Region 16 ESC is not responsible for any other explanation or interpretations, which

anyone presumes to make.

6. Any corrections, approvals, supplemental instructions or changes to the proposal documents will be made by written Addenda.

7. Addenda can be issued only by Region 16 ESC.

8. Addenda will be posted at http://www.esc16.net/bids.

9. Vendors shall acknowledge receipt of all Addenda.

10. Failure to receive such Addenda does not relieve vendor from any obligation under its proposal as submitted.

11. All formal written Addenda become a part of the proposal documents.

1.6 INSURANCE REQUIREMENTS

The successful vendor will be required to supply proof of insurance in accordance with the following minimum schedule prior to the start of the Project. Region 16 ESC requires that vendor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. Region 16 ESC reserves the right to require higher limits of coverage depending on the size, scope, and nature of the contract. Region 16 ESC must be named as an additional insured and must be provided a waiver of subrogation on all policies.

TYPES OF INSURANCE COVERAGE	**LIMITS OF LIABILITY**
Workers' Compensation	
State:	Statutory Benefits
Employer's Liability	$1,000,000 per accident
	$1,000,000 disease, policy limit
	$1,000,000 disease, each employee
Employer's Liability	$1,000,000 each accident
	$1,000,000 disease each employee
	$1,000,000 disease policy limit
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 general aggregate
Products – completed operations	$2,000,000 aggregate
Personal and advertising injury	$1,000,000 per occurrence
Medical payments	$5,000
Business Automobile Liability	$1,000,000 bodily injury each person
	$500,000 bodily injury each occurrence
	$100,000 property damage each occurrence
Contractual Liability	$1,000,000 per occurrence
	$1,000,000 general aggregate
Umbrella/Excess Liability	$1,000,000 minimum amount
Builder's Risk	Amount of Contract Sum (Property

damage deductible not to exceed $25,000 per occurrence).

(Property damage deductible not to exceed $25,000 per occurrence).

NOTE Any deviations from the types and amounts of coverage stated above should be specified in the proposal, and could be deemed nonresponsive and provide a basis for rejecting a proposal.

1.7 METHOD OF AWARD-SELECTION PROCESS

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:

A. Criteria and Weights:

Purchase price	40%
Reputation of the vendor and of the vendor's goods or services	15%
Quality of the vendor's goods or services	15%
Extent to which the goods or services meet Region 16 ESC's needs	20%
Vendor's past relationship with Region 16 ESC	5%
The impact on the ability of Region 16 ESC to comply with laws and rules relating to historical underutilized businesses	5%

Using these criteria and weights, proposals will be evaluated and the Executive Director will make a recommendation to the Board. The Board will, based on that recommendation and the criteria provided herein, evaluate and rank proposals to determine the vendor (or contractors) that presents the best value to Region 16 ESC.

B. Minimum Standards for Responsible vendors: Vendors are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements for consideration:

1. have adequate financial resources;
2. be able to comply with the required or proposed schedules;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

Region 16 ESC may require other information sufficient to determine vendor's ability to meet these minimum eligibility standards listed above.

C. In addition to requirements of the proposal documents, Region 16 ESC may require additional information to establish responsibility of vendor. Region 16 ESC may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, vendor must submit all data to Region 16

ESC. Region 16 ESC may also consider and use as part of the evaluation, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted in the Proposal Documents or prior to the award of contract.

D. Region 16 ESC may conduct such investigations as Region 16 ESC deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of vendor, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Proposal Documents to Region 16 ESC's satisfaction within the prescribed time.

E. If a contract is to be awarded, it will be awarded to the best-qualified vendor(s) whose proposal, as determined by Region 16 ESC based on the weighted criteria herein, indicates to be in the best interests of Region 16 ESC.

F. Evaluation of Alternates - Any and/or all/none of the alternates may be considered in the evaluation. Region 16 ESC may award a contract on base proposal plus any and/or all/none of the alternates.

G. Unbalanced Proposal - If the best vendor's proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the proposal will be considered as non-responsive and will not be considered for award. Region 16 ESC reserves the right to evaluate and determine the next qualified proposal for consideration of award.

H. Region 16 ESC anticipates award within forty-five (45) days after vendors are ranked and selected by Region 16 ESC, with contract negotiations to begin immediately thereafter.

I. As provided in this RFP, under state regulations and Region 16 ESC policy, discussions may be conducted with responsible vendors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of any responsiveness to this RFP's requirements. Proposals shall be accorded fair treatment with respect to any opportunity for discussion, and such revisions may be permitted after submission and before award for the purpose of obtaining the best and final proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing contractors. Any discussions with the selected contractor as to scope or time modification, and associated price change shall be done in accordance with Texas Government Code section 2269.155(b).

1.8 CONFIDENTIAL DATA

Any data that is to be considered as confidential in nature must be clearly marked as such by vendor and will be treated as confidential by Region 16 ESC only to the extent allowable by the Texas Public Information Act, Texas Government Code §552.001, *et seq*. Information not

so marked shall be deemed "contracting information" and subject to disclosure upon request in accordance with the Texas Public Information Act, Texas Gov. Code Chapter 552.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and the vendor agrees that any resulting contract can be terminated if the vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

1.9 ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey a contract, in whole or in part, without the prior written consent of Region 16 ESC.

1.10 VENUE

This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas, and is performable within Randall County, Texas. Mandatory venue for any legal action arising out of this RFP or any resulting contract shall be in a state district court in the Randall County, Texas.

1.11 CONTRACT

This RFP is not a contract. Region 16 ESC will begin negotiations with the vendor selected as the highest ranked vendor based on Region 16 ESC's evaluation of the criteria and weights herein in order to execute a contract as described below. If a contract cannot be executed between Region 16 ESC and the highest ranked vendor, Region 16 ESC reserves the right to end negotiations and proceed to negotiate a contract with the next highest ranked vendor, and so on until a contract for Project is finalized.

GENERAL TERMS AND CONDITIONS

1. ETHICS: The vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Region 16 ESC.

2. CONFLICT OF INTEREST: Public officials with a substantial interest in a business entity or in real property must file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and may be required to abstain from further participation in the matter in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

   Local government officers may be required to file a conflicts disclosure statement with respect to a vendor in accordance with Texas Codes Local Government Code Title 5, Subtitle C, Chapter 176.

   Vendors should disclose in its proposal any familial or business relationship with the any ESC Officer or with the Board of Directors.

   Notice to vendors: Conflict of Interest Questionnaire is Required by Chapter 176 of the Texas Local Government Code.

   Any person or entity, as well as agents of such persons, who contracts or seeks to contract with Dalhart Independent School District for the sale or purchase of property, goods, or services (hereafter referred to as vendor) are required to file a completed conflict of interest questionnaire in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 176. Each person or entity that contracts with Region 16 ESC is responsible for complying with all applicable disclosure requirements. Forms and instructions will be included in the RFP package.

3. CERTIFICATE OF INTERESTED PARTIES: Texas governmental entities must comply with the "Disclosure of Interested Parties" mandated by Texas Government Code Title 10, Subtitle F, Chapter 2252.908. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that have a value of at least $1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties," per Texas Government Code § 2252.908. Therefore, if so required, vendor will be required to create, electronically file, and present such Form 1295 to Region 16 ESC using the Texas Ethics Commission's online filing application at final execution of any contract with Region 16 ESC.

4. NO BOYCOTT OF ISRAEL. Pursuant to Texas Government Code, Chapter 2271, as amended, if vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the vendor represents and warrants to the Owner that the vendor does not boycott Israel and will not boycott Israel during the term of any resulting contract. "Boycott" means refusing to deal with,

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

5. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Region 16 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any Agreement resulting from this RFP No. 2025-01, proposer certifies to Region 16 ESC that it is not a listed company under any of those Texas Government Code provisions. Proposer hereby voluntarily and knowingly acknowledges and agrees that any resulting Agreement shall be null and void should facts arise leading Region 16 ESC to believe that the proposer was a listed company at the time of this procurement.

6. NO DISCRIMINATION OF FIREARM ENTITIES OR TRADE ASSOCIATIONS. Pursuant to Texas Government Code, Chapter 2274, if vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with District is $100,000 or more, the vendor represents and warrants to Region 16 ESC that the vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from this RFP.

7. STATE CONTRACTS AND INVESTMENTS IN COMPANIES THAT BOYCOTT ENERGY COMPANIES. Pursuant to Texas Government Code, 2274, if vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of any contract with District resulting from this RFP is $100,000 or more, the vendor represents and warrants to Region 16 ESC that the vendor does not boycott energy companies and will not boycott energy companies during the term of any contract resulting from this RFP.

8. NO ASSISTANCE FOR EMPLOYEE INVOLVED IN SEXUAL MISCONDUCT WITH A STUDENT OR MINOR. By submitting a proposal, Vendor certifies and agrees that it shall not assist an employee, contractor or agent of the Owner or of any other school district in obtaining a new job if the consultant knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personal file does not violate this prohibition.

9. NO ASSISTANCE WITH SOCIAL TRANSITIONING. By a submitting proposal, Vendor represents and warrants that it shall ensure that all its actions in specific performance of this Agreement shall comply with federal and state law that there are only two sexes and its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, assist a student with social transitioning. Social transitioning means a person's transition from the person's biological sex at birth to the opposite biological sex through the adoption of a different name, different pronouns, or the expressions of gender that deny or encourage a denial of the person's biological sex at birth.

10. NO INSTRUCTION RELATING TO SEXUAL ORIENTATION OR GENDER IDENTITY. By submitting a proposal, Vendor represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of this Agreement, provide instruction, guidance, activities, or programing regarding sexual orientation and gender identity to students of the Owner.

11. NO DIVERSITY, EQUITY, OR INCLUSION. By submitting a proposal, Vendor represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of this Agreement, provide instruction, guidance, activities, or programing regarding diversity, equity, and inclusion, and shall not assign to another individual diversity, equity, and inclusion duties.

12. NO ACTS PROHIBITED UNDER TEXAS EDUCATION CODE. By submitting a proposal, Vendor represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, provide instruction, guidance, activities, or programing that is prohibited by Texas Education Code §28.022(a)(4).

13. IMMEDIATE TERMINATION FOR VIOLATIONS OF CERTIFICATIONS, REPRESENTATIONS, OR WARRANTIES. By submitting a proposal, Vendor acknowledges and agrees that the Owner may terminate this Agreement immediately for cause if it is discovered that the Vendor misrepresented by false affirmation any of the certifications, representations, or warranties required herein or in performance of this Agreement if Vendor has intentionally or knowingly violated any provision set forth in such certifications, representations, or warranties herein or engaged in any conduct prohibited by law. S

14. NO ASSISTANCE FOR EMPLOYEE INVOLVED IN SEXUAL MISCONDUCT WITH A STUDENT OR MINOR. By submitting a proposal, Vendor certifies and agrees that it shall not assist an employee, contractor or agent of the Owner or of any other school district in obtaining a new job if the consultant knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personal file does not violate this prohibition.

15. NO ASSISTANCE WITH SOCIAL TRANSITIONING. By submitting a proposal, Vendor represents and warrants that it shall ensure that all its actions in specific performance of this Agreement shall comply with federal and state law that there are only

two sexes and its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, assist a student with social transitioning. Social transitioning means a person's transition from the person's biological sex at birth to the opposite biological sex through the adoption of a different name, different pronouns, or the expressions of gender that deny or encourage a denial of the person's biological sex at birth.

16. NO INSTRUCTION RELATING TO SEXUAL ORIENTATION OR GENDER IDENTITY. By submitting a proposal, Vendor represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of this Agreement, provide instruction, guidance, activities, or programing regarding sexual orientation and gender identity to students of the Owner.

17. NO DIVERSITY, EQUITY, OR INCLUSION. By submitting a proposal, Vendor represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of this Agreement, provide instruction, guidance, activities, or programing regarding diversity, equity, and inclusion, and shall not assign to another individual diversity, equity, and inclusion duties.

18. NO ACTS PROHIBITED UNDER TEXAS EDUCATION CODE. By submitting a proposal, Vendor represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, provide instruction, guidance, activities, or programing that is prohibited by Texas Education Code §28.022(a)(4).

19. IMMEDIATE TERMINATION FOR VIOLATIONS OF CERTIFICATIONS, REPRESENTATIONS, OR WARRANTIES. By submitting a proposal, Vendor acknowledges and agrees that the Owner may terminate this Agreement immediately for cause if it is discovered that the Vendor misrepresented by false affirmation any of the certifications, representations, or warranties required herein or in performance of any Contract resulting from this RFP if Vendor has intentionally or knowingly violated any provision set forth in such certifications, representations, or warranties herein or engaged in any conduct prohibited by law.

20. ABORTION PROVIDER. By submitting a Proposal in response to this RFP, vendor verifies that it is not an abortion provider or an affiliate of abortion providers.

21. **INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SELECTED VENDOR SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE DISTRICT AND ALL ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS AND ACTIONS, OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ARISING OUT OF THE AWARD OF THE CONTRACT OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SELECTED CONTRACTOR, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR**

PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM THIS RFP, AND THE SELECTED CONTRACTOR SHALL PAY ANY JUDGMENT AND COSTS WHICH MAY BE OBTAINED AGAINST OR PAID BY DISTRICT ARISING OUT OF SUCH INJURY OR DAMAGES.

22. COMPLIANCE: A selected vendor and proposal shall comply with all federal, state, county and local laws, including local building codes. The selected vendor shall not hire nor allow work by any person not authorized to work, in accordance with immigration laws, in Texas or the United States.

23. **WAIVER OF CLAIMS: BY TENDERING A PROPOSAL TO THIS RFP, THE VENDOR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY REGION 16 ESC FOR SELECTING A VENDOR. FURTHER, BY SUBMITTING A PROPOSAL AND BEING CONSIDERED FOR THIS PROJECT, THE VENDOR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ALL CLAIMS AGAINST THE ESC OR ANY OF ITS TRUSTEES, DIRECTORS, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, REJECTION, RECOMMENDATION OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL.**

24. Pursuant to Texas Government Code 552, Subchapter J, the selected vendor will be bound by the following terms if the resulting contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by Region 16 ESC or if the resulting contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by Region 16 ESC in a fiscal year of Region 16 ESC. If Region 16 ESC receives a written request for public information related to the resulting contract that is in the possession or custody of the vendor and not in the possession or custody of Region 16 ESC, Region 16 ESC shall send, not later than the third business day after the date Region 16 ESC receives the written request, a written request to the vendor that vendor provide that information to Region 16 ESC.

25. The selected vendor must:
    1. Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to Region 16 ESC for the duration of the Contract;
    2. Promptly, within four business days, provide to Region 16 ESC any requested contracting information that is in the custody or possession of the vendor upon request of Region 16 ESC; and,
    3. On completion of the Contract, either:
        a. Provide to Region 16 ESC at no cost all contracting information related to the Contract that is in the custody or possession of the vendor; or
        b. Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to Region 16 ESC.
        c. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the vendor agrees that the contract can be

terminated if the vendor knowingly or intentionally fails to comply with the requirements of that subchapter.

d. Further, under Texas Government Code Section 552.372(c), Region 16 ESC may not accept a bid for or awarding of a contract to an entity that Region 16 ESC has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless Region 16 ESC determines and documents that the entity has taken adequate steps to ensure future compliance.
e. If a vendor fails to provide to Region 16 ESC the requested information, Texas Government Code Section 552.373 requires Region 16 ESC to notify the vendor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if vendor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

26. Region 16 ESC reserves the right to require all Vendors to submit statements as to previous experience in performing comparable work.

27. Each vendor agrees in submitting its proposal that no modifications, withdrawals or cancellations may be made to the proposal during the forty-five (45) days following the time and date Region 16 ESC has ranked and selected vendors.

28. Region 16 ESC reserves the right to issue Addenda at any time prior to the Proposal Deadline. All such Addenda become, upon issuance, an inseparable part of the RFP.

29. Region 16 ESC is qualified for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Applicable State Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

30. It is the intention of Region 16 ESC to award the work within 45 days from the date vendors are ranked and selected by Region 16 ESC. However, Region 16 ESC may reject any or all proposals and/or abandon the Project if it determines that doing so would be in the best interest of Region 16 ESC.

31. Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Region 16 ESC based on criteria and corresponding weights set forth herein. Price is a single factor to be considered. **Award(s) may be made based on factors other than the lowest priced proposal.** Should a proposal contain conflicting terms, Region 16 ESC reserves the right to enforce the term or terms in such proposal that it determines to be in the best interest of Region 16 ESC, and vendor agrees to be bound by the terms it has proposed that are most favorable to Region 16 ESC.

PROJECT SCOPE AND SPECIFICATIONS

Project: Region 16 Enterprise Data Lake & Centralized Management Ecosystem

Purpose: Internal Execution (Phases 1 & 2a) and Federal Appropriations/Grant Funding-Dependent Extension (Phases 2b & 2c)

PHASE 1

Architectural Design Strategy

To satisfy internal goals, state security frameworks (TX-RAMP), and federal appropriations requirements, the architecture is designed as a **"Centralized Data Lake Ecosystem."** The primary objective is to establish a single source of truth and unified data management.

Advanced analytics and AI are downstream components that will be unlocked once this secure data foundation is built.

Crucially, vendor implementation for this project will be **100% remote**. All physical hardware installation (rack, stack, power, cabling) will be performed by Region 16 or local district IT staff, eliminating costly field technician travel and labor from the vendor's scope.

- **The Cloud Tier (GCP / BigQuery Data Lake):** Acts as the central data repository for Region 16. It handles heavy compute, long-term storage of unstructured/structured data, Bronze/Silver/Gold pipeline processing, and the normalization of Ed-Fi standard data. (This foundation safely supports future machine learning and AI initiatives).
- **The Edge/Local Tier (On-Prem Servers via Remote Config):** Local hardware acts as a caching server and secure gateway, configured remotely by the vendor via Proxmox/Hadoop. It reduces cloud egress costs by processing frequent, lightweight queries locally.
- **The Presentation Tier (Looker/PowerBI):** The centralized "Superintendent Dashboard" providing role-based access to the Data Lake across the 53 districts.
- **The Educational Sandbox:** A partitioned environment on the local servers running open-source virtualization where students can learn infrastructure and data management without risking production data.

Discovery & Architecture Sprint

Inventory existing Region 16 core systems, define the TX-RAMP compliant Data Lake architecture, and establish the hybrid edge/VM remote migration plan. (Does *not* include auditing all 53 local networks).

PHASE 2

2a. Core Data Lake Foundation and Implementation

Building the secure GCP/BigQuery Data Lake foundation, implementing Bronze/Silver/Gold pipeline architecture, and setting up initial centralized dashboards for the Region 16 hub.

2.b & 2.cRemote District Integration & Migration (Appropriations-Dependent)

Multi-tenant data ingestion, custom SIS mapping, "Dark Data" cleanup into the Data Lake, remote configuration of local edge hardware, and remote migration of on-premises Virtual Machines to the cloud across 53 K-12 school districts.

1. **The "Remote Hands" Dependency:** Because the vendor's scope is strictly remote engineering, the success of Phase 2b/2c relies entirely on local school district IT staff (or Region 16 field staff) to physically rack the edge servers, connect them to power/network, and provide the vendor with initial IP access.
2. **VM Lift-and-Shift Complexity:** Moving Virtual Machines remotely requires planning exact downtime windows, testing application dependencies, and updating local DNS routing. The estimated hours reflect the reality that this cannot be fully automated across 53 distinct network environments.
3. **Data Lake Quality Reality:** Legacy on-prem school data is notoriously messy. A massive portion of the grant-funded data engineering hours (2,120 hrs) is dedicated purely to cleaning, normalizing, and mapping custom local "Dark Data" to standardized Ed-Fi formats before any analytics or AI applications can be reliably generated.

THE IMPLEMENTATION OF PHASE 2.B AND 2.C IS CONDITIONED UPON REGION 16'S RECEIPT OF FEDERAL FUNDING. REGION 16 SHALL RESERVE THE RIGHT, IN ITS SOLE DISCRETION, TO DETERMINE, FOLLOWING PHASE 1 , WHETHER TO ENGAGE IN SERVICES FOR PHASE 2.B AND 2.C.

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

I. RESPONDING VENDOR'S QUALIFICATIONS:

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

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

Additional Information

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

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

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

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

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

Data Strategy Project

RFP #DSP-026-01

PROPOSAL FORM

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

Complete Scope of Services and the complete Vendors Specific Requirements

Price per hour, if applicable : $_____

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

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

Company Name _____

Signature of Authorized Company Official_____

Printed Name _____

Title _____ **Date** _____

QUESTIONNAIRE

- **OFFEROR INFORMATION**

Company Name: _____

Company Address: _____

_____

City, State, Zip: _____

Primary Contact Name: _____ Title: _____

Phone #: _____ Email Address: _____

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

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

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

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

_____

_____

What are your net terms of payment? _____

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

Do you accept Purchase Orders? Yes ____ No ____

What are your shipping and handling charges? _____

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

_____

_____

➢ REFERENCES

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

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

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

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

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

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

FELONY CONVICTION DISCLOSURE

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

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

Please check one of the following:

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

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

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

Name of felon(s): _____

Conviction details: _____

DEBARMENT

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

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

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

FORM 1295 - CERTIFICATE OF INTERESTED PARTIES

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

TEXAS RESIDENT INFORMATION

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

____ Offeror is a resident.

____ Offeror is a non-resident.

Offeror's principal place of business is located:

Complete Mailing Address: _____

_____

City, State, Zip: _____

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

____ Yes ____ No

What is the specified amount or percentage? _____

MWBE/HUB BUSINESS CERTIFICATION

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

____ Minority Owned Business

____ Women Owned Business

____ My company has NOT been certified as MWBE

Certificate Number _____

Name of Certifying Agency _____

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

DEVIATION & COMPLIANCE

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

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

List and fully explain any deviations offeror is submitting: _____

_____

_____

"EDGAR" VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

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

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

CONTRACT PROVISIONS REQUIRED BY APPENDIX II TO 2 C.F.R. PART 200

(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, REGION 16 reserves all rights and privileges under applicable law and regulation with respect to this Agreement in the event of a breach of contract by Vendor.

Does Vendor agree? YES _____

Initials of Authorized Rep

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non–Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, in the event of a breach or default of this Agreement by Vendor, REGION 16 reserves the right to immediately terminate this Agreement in the event Vendor fails to: (1) meet schedules, deadlines, or delivery dates within the time specified in this Agreement; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement. REGION 16 also reserves the right to terminate this Agreement immediately, with written notice to Vendor, for convenience, if REGION 16 believes in its sole discretion that it is in the best interest of REGION 16 to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 16 as of the termination date if this Agreement is terminated for convenience of REGION

16. Any award under this procurement process is not exclusive and REGION 16 reserves the right to purchase goods and/or services from other vendors when it is in REGION 16's best interest.

Does Vendor agree? YES _____
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(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, in the event that this Agreement meets the definition of a "federally assisted construction contract", the equal opportunity clause referenced above is incorporated into this Addendum by reference.

Does Vendor agree? YES _____
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(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 subrecipient 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, in the event that this Agreement constitutes or includes a prime construction contract or a contract for the construction, completion, or repair of public work, Vendor agrees that it will comply with all applicable Davis-Bacon Act provisions as supplemented by Department of Labor ("DOL") regulations and the Copeland "Anti-Kickback" Act, as applicable, throughout the Term of this Agreement.

Does Vendor agree? YES _____
Initials of Authorized Rep

(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, in the event this Agreement exceeds $100,000 and involves the employment of mechanics or laborers, Vendor agrees that it shall, as applicable, comply with the provisions of 40 U.S.C. §§ 3702 and 3704, as supplemented by DOL regulations, throughout the Term of this Agreement. As stated in Federal Rule (E) above, 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.

Does Vendor agree? YES _____
Initials of Authorized Rep

(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 subrecipient 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 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 that it shall comply with all applicable requirements set forth in Federal Rule (F) above throughout the Term of this Agreement.

Does Vendor agree? YES _____
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(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 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 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, in the event that this Agreement exceeds $150,000, Vendor agrees that it will comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act throughout the Term of this Agreement.

Does Vendor agree? YES _____
Initials of Authorized Rep

(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 governmentwide 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, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or otherwise excluded from participation by any federal department or agency. Vendor agrees that it will provide immediate written notice to the person to whom this proposal is submitted if at any time during the Term of this Agreement Vendor or its principals becomes disbarred, suspended, declared ineligible, or otherwise excluded from participation by any federal department or agency.

Does Vendor agree? YES _____
Initials of Authorized Rep

(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, in the event that this Agreement exceeds $100,000, Vendor certifies that it is currently in compliance with and will continue to comply with the Byrd Anti-Lobbying Amendment throughout the Term of this Agreement. Vendor also agrees that it will file the required certification with the Region 16 ESC further certifying such compliance.

Does Vendor agree? YES _____
Initials of Authorized Rep

(J) Certification of Procurement of Recovered Materials – 2 CFR §200.323 A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 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 agrees that it shall comply with all applicable requirements set forth in Federal Rule (J) above throughout the Term of this Agreement

Does Vendor agree? YES _____
Initials of Authorized Rep

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the Region 16 ESC to provide any of the prohibited equipment listed above.

Does Vendor agree? YES _____

Initials of Authorized Rep

(L) §200.322 Domestic preferences for procurements.

(a) 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.

(b) For purposes of this section:

(1) "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.

(2) "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 the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the Region 16 ESC with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any Region 16 ESC contract that is entered into.

Does Vendor agree? YES _____
Initials of Authorized Rep

ADDITIONAL PROVISIONS REQUIRED UNDER FEDERAL LAW

A. **Record Retention**. Vendor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333, including retaining all records for the requisite period of time.

B. **Energy Policy and Conservation Act**. Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 *et seq*.).

C. **Buy America Act**. Vendor certifies that Vendor is in compliance with all applicable provisions and accompanying regulations 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.

D. **Certification of Employment Verification FAR 22.18, 74 FR 2731, 48 CFR 52.222-54.** As applicable, and as a condition for the award of any Federal contract at $150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

E. **Certification of Health and Safety Certifications, Licensing, and Regulations**. As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

F. **Access to Records**. In accordance with 2 C.F.R. § 200.337, Vendor agrees that the Region 16 ESC or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

G. **Historically Underutilized Businesses**. Vendor agrees that it will take all necessary affirmative steps, including those specifically set forth in 2 C.F.R. 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in performing under this Agreement.

H. **Geographic Preference**. Pursuant to 2 C.F.R. 200.319(b), except with regard to contracts for architectural and/or engineering services, the Region 16 ESC will not use statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where applicable federal statutes expressly mandate or encourage geographic preference.

I. **Applicability to Subcontractors**. Vendor agrees that all contracts it awards pursuant to this Agreement shall be bound by the foregoing terms and conditions, such that a breach of any of the foregoing terms and conditions by a contractor or subcontractor of Vendor shall be deemed to be a breach of this Agreement by Vendor.

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

Vendor's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

CERTIFICATION AND COMPLIANCE WITH STATE LAWS

Certification Regarding Employment Assistance Prohibited

Vendor certifies and agrees that it shall not assist an employee, contractor or agent of the Company or of any other school district in obtaining a new job if the Vendor knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personal file does not violate this prohibition.

Verification Regarding No Discrimination of Firearm Entities or Trade Associations

Pursuant to Texas Government Code, Chapter 2274, if Vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Company is $100,000 or more, the Vendor represents and warrants to the Company that the Vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association[1] and will not discriminate against a firearm entity or firearm trade association during the term of any contract with Company.

Verification Relating to State Contracts with and Investments in Companies that Boycott Energy Companies

Pursuant to Texas Government Code, Chapter 2276, if Vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Company is $100,000 or more, the Vendor represents and warrants to the Company that the Vendor does not boycott energy companies[2] and will not boycott energy companies during the term of any contract with Company.

Relating to State Contracts with and Investments in Companies that Boycott Israel

Pursuant to Texas Government Code, Chapter 2271, as amended, if Vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Company is $100,000 or more, the Vendor represents and warrants to the Company that the Vendor does not boycott Israel and will not boycott[3] Israel during the term of any contract with Company.

Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations

Vendor verifies that it/he/she does not do business with Iran, Sudan, or any known foreign terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term "foreign terrorist organization" is defined by Texas Government Code Section 806.001, effective September 1, 2017.

Certification that Vendor is not an Abortion Provider

Vendor certifies that it is not an abortion provider or an affiliate of abortion providers.

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1 A "firearm entity" means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A "firearm trade association" means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

2 "Boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities wit, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

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

Biological Sex and No Preferred Pronouns
Vendor certifies and agrees that it shall ensure that all actions in specific performance of any Contract resulting from this RFP shall comply with federal and state law and reflect that there are only two sexes and shall not assist a student with social transitioning. Vendor's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Contract, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations. Social transitioning means a person's transition from the person's biological sex at birth to the opposite biological sex through the adoption of a different name, different pronouns, or the expressions of gender that deny or encourage a denial of the person's biological sex at birth.

No Assistance for Employee involved in Sexual Misconduct with a Student or Minor.
Vendor certifies and agrees that it shall not assist an employee, contractor or agent of the ESC or of any school district in obtaining a new job if the consultant knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personal file does not violate this prohibition.

No Instruction Relating to Sexual Orientation or Gender Identity.
Vendor certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any Contract resulting from this RFP, provide instruction, guidance, activities, or programing regarding sexual orientation and gender identity to students.

No Acts Prohibited Under Texas Education Code.
Vendor certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, provide instruction, guidance, activities, or programing that is prohibited by Texas Education Code §28.022(a)(4).

Obscene or Harmful Content and LEA Compliance with Laws
Vendor certifies and agrees that all Vendor materials, works and any other deliverables hereunder and/or content accessible within a product provided under any Contract resulting from this RFP:

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

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

and

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

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

COVID-19 Vaccine Passport Prohibition

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

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

Certification of Compliance with Texas Family Code
As per Section 14.52 of the Texas Family Code, Vendor certifies as follows:

> I, the undersigned representative of Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Immediate Termination for Violations of Certifications, Representations, or Warranties.
Vendor certifies and agrees that the ESC may terminate any Contract resulting from this RFP immediately for cause if it is discovered that the Vendor misrepresented by false affirmation any of the certifications, representations, or warranties required herein or in performance of such Contract if Vendor has intentionally or knowingly violated any provision set forth in such certifications, representations, or warranties herein or engaged in any conduct prohibited by law.

Vendor's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

ANTITRUST CERTIFICATION STATEMENT – Texas Government Code 2155.005

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

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

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

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

4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

Company Name: _____

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

Company Official's Title _____

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Signature of Authorized Company Official: _____

Printed Name: _____ Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____ _____
Name of signatory Signature Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

Data Strategy Project
RFP #DSP-026-01

CHECKLIST (Include with Proposal)

_____ 1 Original and 2 Hard copies of the Proposal and 1 electronic copy on a USB flash drive
_____ Proposal Form
_____ Completed Responding Contractor's Qualifications
_____ Questionnaire
_____ References
_____ Felony Conviction Disclosure, Debarment, Form 1295 Certificate of Interested Parties
_____ Texas Resident Information, Vendor Employment Certificate, MWBE/HUB Certification
_____ Deviation and Compliance
_____ EDGAR Vendor Certification
_____ Additional Provisions Required Under Federal Law
_____ Certification and Compliance with State Laws
_____ Antitrust Certification Statement
_____ Additional Terms and Conditions
_____ Conflict of Interest Questionnaire Form CIQ

If you received an addendum to this bid, please acknowledge receipt by initialing the number of the addendum below. Please call Derek Criswell at (806) 677-5050 to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

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

Data Strategy Project

Region 16 ESC RFP #DSP-026.01S

CERTIFICATION OF PROPOSAL

PROPOSER: Having carefully examined the Proposal Notice, General Terms and Conditions, and Specifications, the undersigned Authorized Vendor hereby proposes and agrees to furnish goods/service in strict compliance with the terms, conditions, and specifications set forth in this document. The Vendor affirms that, to the best of its 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 _____