Highland Park Independent School District

REQUEST FOR PROPOSALS FOR
COMPREHENSIVE CHILDCARE SERVICES
RFP No. 2026-001

Response Due – January 8, 2027

Highland Park Independent School District
15300 Amarillo Blvd E.
Amarillo, TX 79108

REQUEST FOR PROPOSAL, No. 2026-001

Date Issued: November 16, 2026

I.
ADVERTISEMENT
COMPREHENSIVE CHILDCARE SERVICES

Highland Park Independent School District (the "District") is requesting proposals to allow a COMPREHENSIVE CHILDCARE PROGRAM use of certain District facilities to provide childcare services for children ranging in age from six (6) weeks to four (4) years old in the District and community. This is NOT a solicitation to provide childcare services for or on behalf of the District. Interested parties may download a proposal packet from the District's website here: https://www.hpisd.net/, and additional information may be obtained by writing Jimmy Hannon, Highland Park ISD, via email at jimmy.hannon@hpisd.net.

Proposals must arrive by 1:00 pm, January 8, 2027, the proposal "deadline." Proposals may be delivered by:

- U.S. postal service mailed to: PO Box 30430, Amarillo, TX 79120; or
- Hand delivery to 15300 Amarillo Boulevard East, Amarillo, Texas 79108.

The District may begin negotiating with a proposer upon receipt of the proposal, rather than waiting until the open all proposals at the deadline. However, that District will not consider a proposal submitted after the deadline.

The District reserves the right to reject, in its sole discretion, any or all proposals submitted in response to this RFP, or any part of any proposal and/or waive technicalities. **The District may begin negotiating upon receipt of proposal**. District will award a contract to allow a child-care program use of District facilities, if any, that serves the best interests of the District, and its students, employees and families. District's waiver of any deviations in any proposal will not constitute a modification of this RFP and will not preclude District from asserting all rights against Provider for failure to fully comply with all terms and conditions of this RFP. Should a proposal contain conflicting terms, the District reserves the right to enforce the term or terms in such proposals that it determines to be in the best interest of the District, and Provider agrees to be bound by the terms it has proposed that are most favorable to the District. All proposals in response to this RFP become the property of the District and may be subject to release to any requestor 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 Provider believes any portion of the Proposal is excepted from release, it should clearly mark such portion as "CONFIDENTIAL," and provide written legal authority as to why Provider believes such information should not be released.

The District reserves the ability to reject all proposals and may re-issue another RFP for the purposes as described in this RFP or similar purposes at any time.

Consistent with Section 44.043, of the Education Code, (b) notwithstanding any other provision of this chapter, a school district:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and

2. Shall ensure that its Proposal specifications do not deny or diminish the right of a person to services because of the person's membership or other relationship status with respect to any organization.

Pursuant to Texas Education Code §44.0312, the Highland Park ISD Board of Trustees has delegated and authorized the Superintendent to receive and review proposals and recommend to the Board those Providers he believes to be suited and in the best interest-of the District based on the criteria provided herein.

WAIVER OF CLAIMS: BY TENDERING A RESPONSE TO THIS RFP, THE PROVIDER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE DISTRICT FOR SELECTING A PROVIDER. FURTHER, BY RESPONDING, THE PROVIDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE DISTRICT, OR ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE EVALUATION, REJECTION OR RECOMMENDATION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

II.
PROPOSAL INSTRUCTIONS

1.1 RECEIPT AND OPENING OF PROPOSALS

A. Highland Park Independent School District ("District") invites Proposals for comprehensive childcare services.

B. SUBMISSION OF PROPOSALS: Proposals shall be submitted to:
Highland Park Independent School District
Attn: Jimmy Hannon, Superintendent
Mailing Address: PO Box 30430, Amarillo, TX 79120
Physical Address: 15300 Amarillo Boulevard East, Amarillo, Texas 79108

PROPOSALS SHALL BE SUBMITTED NO LATER THAN THE FOLLOWING TIME AND DATE:

1:00 pm, January 8, 2027 (the proposal "deadline.")

ALL ENVELOPES CONTAINING PROPOSALS SHALL BE MARKED WITH "**Comprehensive Childcare Service Proposal**"

ALL PROPOSALS MUST BE RECEIVED BY DISTRICT BEFORE the deadline.

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

D. OPENING: Proposals will be opened as they are received. The District may begin negotiating with a Proposer upon receipt of the proposal. The District will not select a proposal until it has considered all proposals submitted by the deadline indicated in 1.1.B above.

E. No oral, electronic, telegraphic, telephonic, or facsimile transmitted proposal(s) will be considered.

1.2 METHOD OF PROPOSAL

A. DOCUMENTS: Each Provider must submit two (2) complete sets of proposal documents.

B. ETHICS: The Provider shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District.

C. 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 Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. All Providers must disclose to the District in its proposal any public official of the District who is known to Provider to have a substantial interest in the Provider, as that term is defined by Texas Local Gov't Code section 171.002 or by Texas Educ. Code section 11.067.

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

Notice to Providers: Conflict of Interest Questionnaire may be 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 Highland Park Independent School District for the sale or purchase of property, goods, or services (hereafter referred to as Providers) may be 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 the District is responsible for complying with all applicable disclosure requirements. Forms and instructions will be included in the RFP package.

D. 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, 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 may require the on-line completion of Form 1295 "Certificate of Interested Parties," per Texas Government Code § 2252.908. Therefore, Provider may be required to create, electronically file, and present such Form 1295 to the District using the Texas Ethics Commission's online filing application at final execution of any contract with the District.

E. NO ISRAEL BOYCOTT VERIFICATION: Pursuant to Texas Government Code, Chapter 2271, as amended, if Provider 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 Provider represents and warrants to the District that the Provider does not boycott[1] Israel and will not boycott Israel during the term of any contract resulting from the solicitation.

F. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION. Provider 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.

G. Verification Regarding No Discrimination of Firearm Entities or Trade Associations. Pursuant to Texas Government Code, Chapter 2274, if Provider 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 Provider represents and warrants to the District that the Provider 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[2] during the term of any contract resulting from the solicitation.

H. Verification Relating to State Contracts with and Investments in Companies that Boycott Energy Companies. Pursuant to Texas Government Code, 2276, if Provider 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

[1] "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.

[2] 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.

of the contract with District is $100,000 or more, the Provider represents and warrants to the District that the Provider does not boycott energy companies and will not boycott energy companies[3] during the term of any contract resulting from the solicitation.

I. The Provider verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

J. Certification Regarding Employment Assistance Prohibited. Provider certifies and agrees that it shall not assist an employee, vendor or agent of the District or of any other school district in obtaining a new job if the Provider 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.

K. Biological Sex and No Preferred Pronouns. Provider certifies and agrees that it shall ensure that all actions in specific performance of any contract with District shall comply with federal and state law and reflect that there are only two sexes and shall not assist a student with social transitioning. Provider'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.

L. No Instruction Relating to Sexual Orientation or Gender Identity. Provider certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with District, provide instruction, guidance, activities, or programing regarding sexual orientation and gender identity to students.

M. No Diversity, Equity, Or Inclusion. Provider represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with District, provide instruction, guidance, activities, or programing regarding diversity, equity, and inclusion, and shall not assign to another individual diversity, equity, and inclusion duties at, for, or on behalf of the District.

N. No Acts Prohibited Under Texas Education Code. Provider certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with District, provide instruction, guidance, activities, or programing that is prohibited by Texas Education Code §28.0022(a)(4).

[3] "Boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with a company because the company 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.

O. **Notice of Potential Termination for Engaging in Prohibited Acts.** Pursuant to Texas Education Code section 11.005, the Provider is prohibited from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the District. Provider agrees that if the District determines that the Provider, in performance of any contract with the District, has engaged in, or assigned to another person, diversity, equity, and inclusion duties at, for, or on behalf of the District, District may, after providing adequate due process, terminate any existing contract and Provider shall reimburse District amounts paid by District for services Provider did not perform, or did not properly perform. Further, Provider is prohibited from providing at, for, or on behalf of the District, any instruction, guidance, or activities regarding sexual orientation or gender identity under Texas Education Code 28.0043, or provided any instruction on content prohibited under Texas Education Code section 22.0022(a)(4).

P. **INDEMNIFICATION: THE SELECTED PROVIDER SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND HOLD AND SAVE HARMLESS THE DISTRICT AND ALL ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS, CLAIMS, SUITS, OR 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 PROVIDER, OR OF ANY AGENT, EMPLOYEE OR SUPPLIER OF THE SELECTED PROVIDER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM THIS RFP, AND THE SELECTED PROVIDER SHALL PAY ANY JUDGMENT AND COSTS WHICH MAY BE OBTAINED AGAINST DISTRICT ARISING OUT OF SUCH CLAIM FOR INJURY OR DAMAGES.**

Q. COMPLIANCE: The selected Provider and proposal shall comply with all Federal, State, County, and local laws. The selected Provider shall not hire nor provide the services of any illegal alien.

R. WAIVER OF CLAIMS: BY TENDERING A PROPOSAL TO THIS RFP, THE PROVIDER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY DISTRICT FOR SELECTING A PROVIDER. FURTHER, BY SUBMITTING A PROPOSAL AND IN EXCHANGE FOR BEING CONSIDERED, THE PROVIDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST DISTRICT OR ANY OF ITS TRUSTEES, 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.

S. The District reserves the right to require all Providers to submit statements as to previous experience in performing comparable work. The competency and responsibility of Provider will be considered in making an award.

T. The District 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.

U. The District 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.

V. The District may reject any or all proposals if it determines that would be in the best interest of the District.

W. Awards shall be made with reasonable promptness to the Provider(s) whose proposal best conforms to the invitation and will provide the best value to the District based on criteria set forth herein at Section 1.6. License Fee paid to the District for allowing operation of a daycare program on District Facilities is a single factor to be considered. **Award(s) may be made to Provider(s) other than the Provider that submits the highest License Fee.**

1.3 PREPARATION OF PROPOSAL

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

B. Give Provider's complete address.

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

D. Fill in all prices in figures.

E. Submit a proposal in an envelope labeled **"Comprehensive Childcare Service Proposal**".

F. Indicate on the outside of the envelope the Provider's name, address, and RFP identification for which proposal is submitted.

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

1.4 NON-RESPONSIVE PROPOSAL

A. 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 Provider adds any provisions reserving right to accept or reject any award, or to enter into a contract pursuant to an award.

B. District reserves the right to reject any or all proposals and to waive irregularities or informalities as may be deemed in District's best interest, and/or re-issue an RFP, as it may determine in its sole discretion.

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

1.5 PRE-BID MEETING AND INTERPRETATIONS

A. If the Provider is in doubt as to the true meaning or intent of the proposal documents, Provider must submit a written request for interpretation, directed to:

Highland Park Independent School District
Attn: Jimmy Hannon, Superintendent
Mailing Address: PO Box 30430, Amarillo, TX 79120
Physical Address: 15300 Amarillo Boulevard East, Amarillo, Texas 79108

B. The Provider submitting request is responsible for its prompt and actual delivery.

C. Requests for interpretations must be received on or before three (3) business days prior to proposal deadline.

D. Only interpretations or clarifications answered by the District's Superintendent above will be binding.

E. The District is not responsible for any other explanation or interpretations, which anyone presumes to make.

F. Any corrections, approvals, supplemental instructions, or changes to the

proposal documents will be made by written Addenda.

G. Addenda can be issued only by the District.

H. Addenda will be mailed, hand delivered or emailed to each Provider that has notified the District of its interest to submit a proposal.

I. Providers shall acknowledge receipt of all Addenda.

J. Failure to receive such Addendum does not relieve Provider from any obligation under his proposal as submitted.

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

1.6 METHOD OF AWARD-SELECTION PROCESS

A. The District shall consider the following in awarding the bid:
   1. License Fee paid to the District for allowing operation of a daycare program on District Facilities
   2. Reputation of the Provider
   3. Quality of the Provider's childcare program
   4. The extent to which the goods or services will meet the needs of District staff, parents, and community members
   5. The Provider's past relationship with the District
   6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses
   7. The total long-term cost to the District to allow Provider to operate a childcare program at the District
   8. Whether the Provider or the Provider's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.

Using these criteria, the Superintendent shall evaluate and make a recommendation to the Board. The Board shall, based on the Superintendent's recommendation, and the criteria provided herein, determine the proposal that presents the best value to the District.

B. Per Section 44.043(b), of the Education Code, notwithstanding any other provision of this chapter, a school district:
   1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
   2. Shall ensure that its bid specifications and any subsequent contract do not deny or diminish the right of a person to services because of the person's membership or other relationship status with respect to any organization.

C. Minimum Standards for Responsible Providers: Providers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:

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;
6. must be:
    - a Texas Rising Star Program provider with a 3-star certification or higher;
    - nationally accredited;
    - a Texas School Ready! Participant; or
    - licensed under the applicable child-care licensing standards by the Texas Department of Family and Protective Services under section 42.042, Human Resource Code.

The District may require other information sufficient to determine Provider's ability to meet these minimum standards listed above.

D. In addition to the requirements of the proposal documents, the District may require additional information to establish responsibility of the Provider.

E. District may conduct such investigations as District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and ability of Provider, suppliers and other persons and organizations to perform and furnish the services in accordance with the Proposal Documents to District's satisfaction.

F. If a Provider is to be selected, it will be the best-qualified Provider whose proposal, as determined by the District, indicates to be the best value and in the best interests of the District.

G. Unbalanced Proposal - If the best Provider's proposal is significantly unbalanced, the proposal will be considered as non- responsive and will not be considered for award. The District reserves the right to evaluate and determine the next qualified proposal for consideration of award.

H. The District will open each proposal upon receipt and may begin negotiating with one or more Proposers before the RFP deadline. The District shall consider all proposals that are received prior to the RFP deadline. The District will be impartial in negotiating with Proposers and shall provide equal opportunities to Proposers by considering all proposals received prior to the RFP deadline.

1.7 CONFIDENTIAL DATA

Any data or information that is to be considered as confidential in nature must be clearly marked as such by Provider and supported by written legal authority provided by the Provider. The District shall respond to any request for such information to the extent required by the Texas Public Information Act, Texas Government Code §552.001, *et seq*.

1.8 ASSIGNMENT

The successful Provider shall not sell, assign, transfer or convey a contract, in whole or in part, without the prior written consent of District.

1.9 VENUE

This RFP and any resulting agreement will be governed and construed according to the laws of the State of Texas. Mandatory venue for any legal action arising out of this RFP or any resulting agreement shall be in a state district court in the county where the District's Administrative Offices are located.

1.10 PROPOSAL SUBMISSION REQUIREMENTS – Proposals should address the following:

A. Executive Summary
- Provide a concise overview of your proposal, highlighting you key strengths, objectives, and your vision for providing services and operating a program at the District.
- What curriculum/instruction do you propose to provide
- What supplies and equipment will you provide and what do you expect the District to provide
- Is your license in good standing and has it ever been revoked, or disciplinary action ever been take against any of your programs or facilities or been a defendant in a civil or criminal proceeding
- References - Provide three industry references, company name, contact person and title, phone number, and email address

B. Organizational Experience and Qualifications
- Detailed history of your organization's experience in providing childcare services for the age group requested
- Specific examples of similar projects and outcomes
- Organizational structure and key personnel who will oversee this project

C. Financial Information
- Recent audited financial statements (last 3 years preferred)

- Evidence of financial stability and capacity to provide the requested services on the terms specified
- Credit references and banking relationships
- Proposed purchase price and financing structure

D. Operational Plan
- Comprehensive strategy for utilizing District facilities
- Staffing plan and qualifications of management personnel and staff
- Demonstration of understanding and compliance with DFPS rules and other applicable State and Federal rules and regulations

E. Proposal Format – proposals should be organized as follow:
1. Cover Page (organization name, contact information, date)
2. Table of Contents
3. Executive Summary (not to exceed 2 pages)
4. Experience and Qualifications
5. Financial Information
6. Operational Plan & Regulatory Compliance
7. Submittal Forms
8. Appendices (supporting documentation if desired)

1.11 CONTRACT

This RFP is not a contract. The District will begin negotiations upon receipt of proposals prior to the deadline with possible childcare service providers and will contract with the Provider— determined to be in the best interests of the District and provide the best value to the District and any contract must include applicable statutory requirements. If a contract cannot be executed between the District and the selected Provider, the District reserves the right to end negotiations and proceed to negotiate a contract with the next Provider determined to be in the best interests of the District and provide the best value to the District.

III.
SCOPE OF SERVICES AND CONTRACT

1. SCOPE OF SERVICES

The District is seeking a licensed Child Care Provider to operate its business in a newly constructed facility at the Buffalo Highlands development in Amarillo, Texas. The Child Care facility will be located in the Highland Park ISD Early Learning Academy that will also house the District's Prekindergarten through 2nd grades. The District is seeking proposals from established Child Care Providers to provide services as stated in Exhibit A, attached hereto.

It is the intent of this RFP to have the successful Provider enter into an Onsite Childcare Program and Facility Use Agreement (the "Contract") with the District to provide Childcare services as outlined herein. A SAMPLE contract is attached hereto at Exhibit "B". This is not a contract to provide childcare services for, to, or on behalf of the District. The District will not be responsible for paying any tuition or costs of the childcare services provided by the selected Provider. All cost for childcare services will be the responsibility of the parent of the child being served.

2. TERM OF CONTRACT

The District intends the initial contract period for the selected Provider will be 1 year from the date of Board approval of the Contract. The contract may be renewed for three (3) additional one-year terms at the sole discretion of the District, but different contract terms may be negotiated. Any contract awarded between the District and the selected Provider shall consist of the Contract, this RFP, the submitted proposal, negotiations, and original certificates of insurance, if required.

3. PROVIDER RESPONSIBILITIES

The qualified, licensed Childcare Provider's scope of services will include, but not be limited to, the following:

A. Provide comprehensive childcare services to a target population of Infants (6 weeks) through 4-year old who do not qualify for attendance at the District's Pre-Kindergarten;
B. Children will include those of District employees as well as other members of the local community;
C. Services will be provided on an operational schedule that aligns with the District's school calendar, including coverage for teacher preparation days and other professional development, operating between the standard hours of 7:00 am and 6:00 pm; and
D. Implementation of an evidence-based, age-appropriate early childhood education curriculum that aligns with the Texas Pre-Kindergarten Guidelines.

All services shall be provided in conformance with Federal and State Laws, and applicable District policies and procedures.

4. PROVIDER QUALIFICATIONS

Providers shall have the following qualifications:

A. Licensed and in good standing in the State of Texas
B. Texas Rising Star status or a Texas School Ready! Participant preferred for quality of services
C. Nationally accredited;
D. Excellent reputation in the Amarillo community
E. Must be knowledgeable of the local market and have a minimum of five (5) years of experience as a local Child Care Provider
F. Knowledge of the child care needs of the District is desired

5. INSURANCE REQUIREMENTS

The selected Provider will be required to furnish copies of Professional Licenses and Certifications, Professional & General Liability (E&O) and Workers' Compensation Insurance Certificates. The District, in its discretion, shall determine appropriate coverage amounts based on the agreed scope of services to be provided.

IV.
SUBMITTAL FORMS

- Proposal Form
- Acknowledgment Form
- Felony Conviction Notice
- Non-Collusive Bidding Certification
- Compliance with State and Federal Laws

PROPOSAL FORM PROPOSAL COVER PAGE:
RFP #2026-001 Comprehensive Childcare Services
Responses Due: 1:00 p.m., January 8, 2027

Name of Entity Submitting Proposal:_____

Name of Person Submitting Proposal:_____

Physical Address of Proposer:_____

Mailing Address of Proposer (if different from the physical address):

_____

Telephone Number: _____ Fax:_____

Contact Person: _____

Contact Person Cell Phone Number:_____

Contact Person Email Address: _____

Proposal Contains Proprietary Information: ☐Yes ☐No

If you marked "yes," please identify all propriety information and provide legal authority for such information you believe may be excepted from disclosure under the Texas Public Information Act.

Acceptance of Terms and Conditions:

☐ We hereby accept, by the submission of the proposal, the terms and conditions set forth in this RFP No. 2026-001.

Date Submitted:_____

Signature of Authorized Agent:_____

ACKNOWLEDGMENT FORM

The undersigned hereby agrees to operate a childcare program and provide all services on the terms specified in this proposal.

By submission of this proposal, the undersigned certifies that:

a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;

b. This proposal has not been knowingly disclosed and will not be knowingly disclosed to any other bidder, competitor, or potential competitor prior to the deadline;

c. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a proposal;

d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf;

e. Provider warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, the District shall have the right to annul this contract without liability;

f. The undersigned certifies that to his/her knowledge, no District employee or District Trustee has any personal or beneficial interest whatsoever in this service or property described herein.

Provider acknowledges receipt of Addenda number _____ through _____ and has incorporated the provisions therefore into this proposal.

It is understood that the District reserves the right to reject any or all proposals or waive any informalities in the proposal process.

AUTHORIZED SIGNATURE PRINT NAME

TITLE DATE

FELONY CONVICTION NOTICE REQUIREMENTS

(Texas Education Code Sec. 22.0834. Criminal History Record Information Review of Certain Contract Employees)

PROVIDER:_____

CONTRACT: Comprehensive Childcare Services

(*description of services to be performed for which this notice is requested*)

Texas Education Code §44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in this conviction. The district must compensate the person or business entity for services performed before the terminated contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

FELONY CONVICTION
NOTICE

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

PROVIDER: _____

AUTHORIZED COMPANY OFFICIAL: _____
(print name)

Choose the following, as applicable:

A. My firm is a publicly held corporation and, therefore, this reporting requirement is not applicable.

SIGNATURE OF COMPANY OFFICIAL: _____

OR

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

SIGNATURE OF COMPANY OFFICIAL: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

NAME OF FELON(S): _____

_____

DETAILS OF CONVICTION(S): _____

_____

_____

SIGNATURE OF COMPANY OFFICIAL: _____

NON-COLLUSIVE BIDDING CERTIFICATION

The undersigned affirms that they are duly authorized to execute a contract, that this company, corporation, firm, partnership, or individual has not prepared this bid/proposal in collusion with any other proposer, and that the contents as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/proposal.

Provider: _____

Street Address: _____ City, State, Zip _____

Phone: _____ Fax: _____

Bidder Signature: _____

Bidder (Print Name): _____

Position with Company: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

COMPLIANCE WITH STATE AND FEDERAL LAWS

Certification of Eligibility
By submitting a proposal, Provider certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of bid submission and time of award, the Provider will notify the District. Failure to do so may result in terminating the contract for default.

Acknowledgment of Federal Funds.
Provider acknowledges that the Services may be funded with Federal funds, and as may be contingent upon compliance with all terms and conditions of the funding award and the applicable contract terms as provided under 2 C.F.R. Part 200, Appendix II.

Certification Regarding Employment Assistance Prohibited
Provider certifies and agrees that it shall not assist an employee, contractor or agent of the District or of any other school district in obtaining a new job if the proposer 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[4] Entities or Trade Associations
Pursuant to Texas Government Code, Chapter 2274, if Provider 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 Provider represents and warrants to the District that the Provider 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 resulting from the solicitation.

Verification Relating to State Contracts with and Investments in Companies that Boycott Energy Companies[5]
Pursuant to Texas Government Code, 2276, if Provider 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 Provider represents and warrants to the District that the Provider does not boycott energy companies[2] and will not boycott energy companies during the term of any contract resulting from the solicitation.

[4] 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.

[5] "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.

Relating to State Contracts with and Investments in Companies that Boycott[6] Israel
Pursuant to Texas Government Code, Chapter 2271, as amended, if Provider 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 Provider represents and warrants to the District that the Provider does not boycott[3] Israel and will not boycott Israel during the term of any contract resulting from the solicitation.

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

Relating to No Contracts with an Abortion Provider
The Provider verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

Biological Sex and No Preferred Pronouns
Provider certifies and agrees that it shall ensure that all actions in specific performance of any contract with Highland Park ISD shall comply with federal and state law and reflect that there are only two sexes and shall not assist a student with social transitioning. Provider'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 Instruction Relating to Sexual Orientation or Gender Identity.
Provider certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with Highland Park ISD, provide instruction, guidance, activities, or programing regarding sexual orientation and gender identity to students.

No Diversity, Equity, Or Inclusion.
Provider represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with Highland Park ISD, provide instruction, guidance, activities, or programing regarding diversity, equity, and inclusion, and shall not assign to another individual diversity, equity, and inclusion duties at, for, or on behalf of the Highland Park ISD.

No Acts Prohibited Under Texas Education Code.
Provider certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with Highland Park ISD, provide instruction,

[6] "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

guidance, activities, or programing that is prohibited by Texas Education Code §28.0022(a)(4).

Certification of Compliance with Texas Family Code
As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), Provider certifies as follows:

I, the undersigned Provider, 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.

Notice of Potential Termination for Engaging in Prohibited Acts

Pursuant to Texas Education Code section 11.005, the Provider is prohibited from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the Highland Park ISD. Provider agrees that if Highland Park ISD determines, after providing adequate due process, that the Provider, in performance of any contract with Highland Park ISD, has engaged in, or assigned to another person, diversity, equity, and inclusion duties at, for, or on behalf of Highland Park ISD, Highland Park ISD may terminate any existing contract and Provider shall reimburse Highland Park ISD amounts paid by Highland Park ISD for services Provider did not perform, or did not properly perform. Further, Provider is prohibited from providing at, for, or on behalf of the Highland Park ISD, any instruction, guidance, or activities regarding sexual orientation or gender identity under Texas Education Code 28.0043, or provided any instruction on content prohibited under Texas Education Code section 22.0022(a)(4).

Provider Name: _____

Signature: _____

Print Name: _____

Title _____ Date: _____

EXHIBIT “A”

SAMPLE CONTRACT

ONSITE CHILD-CARE PROGRAM AND FACILITY USE AGREEMENT

This Onsite Child-Care Program and Facility Use Agreement (this "**Agreement**") is entered into and effective as of _____, 20__ (the "**Effective Date**"), by and between **Highland Park Independent School District**, a public school district and political subdivision of the State of Texas, with offices located at 15300 Amarillo Blvd. East, Amarillo, Texas (the "**District**"); and **[PROVIDER LEGAL NAME]**, a [Texas for-profit corporation / limited liability company / other entity] with its principal place of business located at _____ (the "**Provider**"). The District and the Provider are each a "**Party**" and together the "**Parties**."

RECITALS

WHEREAS, the District has constructed and operates a new elementary school campus known as the Highland Park Early Learning Academy, located at _____ (the "**School**" or the "**Campus**");

WHEREAS, the District desires to make quality, onsite child-care services conveniently available to its employees, to its students who are parents, and to parents in the community, in order to support recruitment and retention of District staff and to serve the needs of District families;

WHEREAS, the Provider is in the business of operating a licensed child-care program and desires to operate an onsite child-care program at the School to provide child-care services to children from infancy through four (4) years of age;

WHEREAS, the District is willing to grant the Provider use five (5) designated classrooms and certain related areas at the School for the operation of the child-care program, and in exchange the Provider has agreed to pay rent to the District and/or offer discounted tuition rates to eligible District employees and District students' families, as more fully set forth in this Agreement;

WHEREAS, the operation of a child-care program at the School is subject to the licensing and minimum-standards requirements administered by the Texas Health and Human Services Commission (the "**HHSC**") under Chapter 42 of the Texas Human Resources Code and Chapters 745 and 746 of Title 26 of the Texas Administrative Code; and

WHEREAS, the Parties desire to set forth the terms and conditions governing the Provider's provision of onsite child-care services and use of the District's facilities;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Sample

ARTICLE 1 — DEFINITIONS

1.1 "Applicable Law" means all federal, state, and local statutes, codes, ordinances, rules, regulations, and orders applicable to the Program, the Licensed Space, or either Party's performance under this Agreement, including without limitation Chapter 42 of the Texas Human Resources Code, Chapters 745 and 746 of Title 26 of the Texas Administrative Code, the Americans with Disabilities Act, and applicable health, fire, and safety codes.

1.2 "Children" means the children enrolled in and served by the Program, who must be from infancy through four (4) years of age.

1.3 "Eligible Families" means (a) employees of the District and (b) students of the District who are parents or legal guardians of a Child, as further described in Article 6.

1.4 "Licensed Space" means the five (5) classrooms and the related shared areas at the School made available to the Provider under Article 3 and described in **Exhibit A**.

1.5 "License" means the child-care license issued to the Provider by the HHSC authorizing operation of the Program at the School.

1.6 "Program" means the onsite child-care program operated by the Provider at the School under this Agreement.

1.7 "Provider Personnel" means the Provider's employees, agents, volunteers, and contractors who provide services at, or who are present at, the School in connection with the Program.

1.8 "School Calendar" means the District's academic calendar and operating schedule for the School, as adopted and amended by the District from time to time.

ARTICLE 2 — SCOPE OF SERVICES

2.1 Onsite Child-Care Program. The Provider shall establish and operate a licensed onsite child-care program at the School serving Children from infancy through four (4) years of age. The Program shall be available to Eligible Families and, to the extent of remaining capacity, to other parents in the community as permitted under Section 2.4.

2.2 Standard of Care. The Provider shall operate the Program in a professional, safe, and nurturing manner, consistent with generally accepted standards for licensed child-care centers and in full compliance with Applicable Law and the minimum standards described in Article 8.

2.3 Licensed Capacity; Age Groups. The Program shall serve Children within the age groups and up to the licensed capacity authorized by the HHSC for the Licensed Space.

Sample

The Provider shall not enroll or serve more Children than its License and the applicable child/caregiver ratio and group-size standards permit.

2.4 Enrollment Priority. Enrollment shall be offered in the following priority order, subject to available capacity and the age groups served: (a) children of District employees; (b) children of District students who are parents or legal guardians; and (c) children of other parents in the community. The District and the Provider shall cooperate in good faith on enrollment procedures, waitlist management, and communications to Eligible Families.

2.5 Program Policies. The Provider shall maintain written operating, health, safety, discipline, illness, emergency, and parent-communication policies that comply with Applicable Law, and shall furnish copies to the District upon request. The Provider shall provide required policies and disclosures to enrolled parents and guardians as required by Applicable Law.

ARTICLE 3 — LICENSE OF SPACE; USE OF FACILITIES

3.1 Grant of Use. Subject to the terms of this Agreement, the District grants to the Provider a non-exclusive, non-transferable license to use the five (5) classrooms and related shared areas at the School described in **Exhibit A** solely for operation of the Program. This Agreement grants a license to use the Licensed Space and does not create a lease, easement, or any estate or interest in real property.

3.2 Description of Licensed Space. The Licensed Space consists of five (5) classrooms identified in **Exhibit A**, together with such shared access to restrooms, hallways, the playground/outdoor play area, kitchen or food-preparation areas, and entrances and exits as is reasonably necessary for the Program and as described in **Exhibit A**. The Provider's use of shared areas shall be coordinated with the District so as not to unreasonably interfere with School operations.

3.3 Permitted Use. The Provider shall use the Licensed Space only for the operation of the Program and for no other purpose without the District's prior written consent. The Provider shall not use or permit the Licensed Space to be used for any unlawful purpose or in any manner that would jeopardize the District's insurance, the License, or the health or safety of any person.

3.4 Condition; Alterations. The Provider shall accept the Licensed Space in its "as-is" condition as of the commencement of use, subject to the District's obligations under Article 7. The Provider shall not make any alterations, improvements, or installations to the Licensed Space without the District's prior written consent. Any approved alterations shall comply with Applicable Law, including building, fire, and accessibility codes, and licensing requirements for child-care space.

Sample

3.5 Security and Access. The Provider and Provider Personnel shall comply with the District's security, access-control, visitor, and check-in/check-out procedures for the School. The District shall provide the Provider with reasonable access to the Licensed Space during the hours of operation established under Article 4. Access badges, keys, or entry credentials issued to Provider Personnel shall be used only as authorized and returned upon termination.

3.6 Separation from School Operations. The Provider shall operate the Program in a manner that maintains appropriate separation between the Children and the School's student population, consistent with Applicable Law and the District's safety protocols.

ARTICLE 4 — HOURS OF OPERATION; SCHEDULING

4.1 Hours of Operation. The Program's regular hours of operation shall be as set forth in **Exhibit B**, as coordinated with and approved by the District. The Provider may propose adjustments to hours to meet the needs of Eligible Families, subject to the District's approval.

4.2 Coordination with School Calendar. The Provider shall coordinate the Program's operating schedule with the School Calendar and with School operations, including start and dismissal times, testing periods, special events, and emergency closures. The District shall provide the Provider with the School Calendar and reasonable advance notice of material changes.

4.3 Closures. The Provider shall observe such District-directed closures of the School as are reasonably necessary for weather, emergencies, maintenance, or safety. The Parties shall address the effect of closures on fees in the Fee Schedule (**Exhibit C**).

ARTICLE 5 — FEES AND FINANCIAL TERMS

5.1 Fee to District [*To Be Determined]*. The consideration payable by the Provider to the District for use of the Licensed Space, if any, is **to be determined** and shall be set forth in the Fee Schedule attached as **Exhibit C** upon selection of the Provider. The Parties acknowledge that the discounted-rate obligation set forth in Article 6 is a material part of the consideration for the District's grant of use of the Licensed Space.

5.2 Tuition and Program Fees. The tuition and other fees charged by the Provider to families for participation in the Program shall be set forth in **Exhibit C**. Standard (non-discounted) rates shall be commercially reasonable and consistent with prevailing market rates for comparable licensed child-care services in the area.

5.3 Utilities and Operating Costs. Allocation of responsibility for utilities, custodial/janitorial service, and other operating costs associated with the Licensed Space shall be as set forth in **Exhibit C** and Article 7.

Sample

5.4 No District Funding Obligation. Except as expressly provided in this Agreement, the District shall have no obligation to fund, subsidize, or guarantee the Program, and the Provider shall be solely responsible for the financial operation of the Program.

5.5 Finalization of Financial Terms. The Parties shall negotiate in good faith and execute **Exhibit C,** setting forth all financial terms (including any fee to the District, tuition rates, the discounted rates under Article 6, and cost allocations) prior to commencement of Program operations. Exhibit C, once executed by both Parties, shall be incorporated into and become part of this Agreement.

ARTICLE 6 — DISCOUNTED RATES FOR ELIGIBLE FAMILIES

6.1 Discounted-Rate Commitment. In consideration of the District's grant of use of the Licensed Space, the Provider shall offer discounted tuition and program rates to Eligible Families. The amount or percentage of the discount, the categories of Eligible Families, and the manner of applying the discount shall be set forth in **Exhibit C**; provided that the discount shall represent a meaningful reduction from the Provider's standard rates.

6.2 Eligibility Verification. The District shall reasonably assist the Provider in verifying the eligibility of persons claiming Eligible-Family status (for example, by confirming current employment or student enrollment), consistent with Applicable Law regarding the privacy of employee and student records.

6.3 No Diminution of Care. The discounted rates shall not result in any diminution of the quality of care or services provided to the Children of Eligible Families as compared to other Children in the Program.

6.4 Reporting. Upon the District's reasonable request, the Provider shall report to the District the number of Eligible Families served and the aggregate value of discounts provided, to enable the District to confirm the Provider's compliance with this Article.

ARTICLE 7 — MAINTENANCE, REPAIRS, AND UTILITIES

7.1 District Responsibilities. Except as otherwise provided in **Exhibit C**, the District shall be responsible for structural maintenance and repair of the School building, building systems (HVAC, plumbing, electrical), and the grounds, and for maintaining the Licensed Space in a condition that complies with applicable building, fire, and safety codes.

7.2 Provider Responsibilities. The Provider shall (a) keep the Licensed Space clean, orderly, and sanitary in a manner consistent with licensed child-care standards; (b) be responsible for its own furniture, equipment, toys, and supplies; (c) promptly notify the District of any needed repairs or unsafe conditions; and (d) be responsible for any

Sample

damage to the Licensed Space or School caused by the Provider or Provider Personnel, ordinary wear and tear excepted.

7.3 Utilities and Custodial Services. Responsibility for utilities (including water, electricity, gas, internet, and trash removal) and for custodial/janitorial service to the Licensed Space shall be allocated between the Parties as set forth in **Exhibit C**.

7.4 Compliance of Space. The District and the Provider shall cooperate to ensure that the Licensed Space satisfies the physical-plant, health, sanitation, fire-safety, and accessibility requirements applicable to a licensed child-care center, including any modifications required by the HHSC or the fire marshal as a condition of licensure.

ARTICLE 8 — LICENSING AND REGULATORY COMPLIANCE

8.1 Provider License. The Provider shall, at its sole cost and expense, obtain and maintain in good standing throughout the Term the child-care license required to operate the Program at the School, and shall not commence operation of the Program until the License has been issued. The Provider shall be the license holder and the operator of the child-care program for purposes of Applicable Law.

8.2 Minimum Standards. The Provider shall operate the Program in compliance with the HHSC Minimum Standards for Child-Care Centers set forth in Chapter 746 of Title 26 of the Texas Administrative Code, and with the licensing rules set forth in Chapter 745 of Title 26 of the Texas Administrative Code, including without limitation standards governing:

(a) child/caregiver ratios and maximum group sizes appropriate to the ages of the Children served;

(b) caregiver qualifications, pre-service and annual training, and supervision;

(c) health, safety, sanitation, nutrition, and emergency-preparedness requirements;

(d) physical-plant, indoor-space, and outdoor-play-space requirements; and

(e) required postings, records, and parent notifications.

8.3 Background and Criminal History Checks. The Provider shall ensure that all Provider Personnel and other persons subject to background-check requirements under Applicable Law have completed the required background and criminal history checks, including fingerprint-based checks where required, before providing direct care to or having direct access to any Child, and shall maintain records demonstrating compliance. No person shall be permitted to provide direct care to or have direct access to a Child if precluded from doing so under Applicable Law or by the HHSC.

8.4 Inspections; Regulatory Communications. The Provider shall cooperate fully with all HHSC inspections and investigations and with local health, fire, and safety officials. The Provider shall promptly notify the District of (a) any inspection deficiency,

sample

corrective-action plan, enforcement action, or adverse licensing action; (b) any suspension, revocation, denial, or non-renewal of the License; and (c) any reportable incident involving a Child at the School.

8.5 Reporting of Abuse and Neglect. The Provider and Provider Personnel shall comply with all mandatory reporting obligations regarding suspected child abuse, neglect, or exploitation under Applicable Law.

8.6 Documentation to District. Upon request and to the extent permitted by law, the Provider shall furnish to the District current copies of the License, proof of staff background-check and training compliance, inspection reports, and the Program's compliance history.

8.7 Nondiscrimination and Accessibility. The Provider shall operate the Program in compliance with all applicable federal and state nondiscrimination laws and with the accessibility requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, and shall not discriminate on the basis of race, color, national origin, religion, sex, disability, or any other status protected by Applicable Law.

8.8 General Compliance with Law. Each Party shall comply with all Applicable Law in the performance of its obligations under this Agreement.

ARTICLE 9 — INSURANCE

9.1 Required Coverage. The Provider shall, at its sole expense, procure and maintain throughout the Term the following insurance with insurers authorized to do business in Texas and reasonably acceptable to the District:

(a) Commercial General Liability insurance, including coverage for bodily injury, property damage, and abuse and molestation liability, with limits of not less than $[1,000,000] per occurrence and $[2,000,000] in the aggregate [amounts to be confirmed];

(b) Professional/child-care liability insurance with limits of not less than $[1,000,000] per occurrence [amount to be confirmed];

(c) Workers' compensation insurance as required by Texas law and employer's liability insurance; and

(d) Commercial automobile liability insurance, if any vehicles are used in connection with the Program.

9.2 Additional Insured; Certificates. The Provider's commercial general liability and abuse-and-molestation policies shall name the District, its trustees, officers, employees, and agents as additional insureds. The Provider shall provide the District with certificates of insurance evidencing the required coverage prior to commencing operations and upon

sample

renewal, and shall provide at least thirty (30) days' written notice prior to cancellation or material reduction of coverage.

9.3 Waiver of Subrogation. To the extent permitted by Applicable Law and the applicable policies, the Provider waives, and shall cause its insurers to waive, rights of subrogation against the District.

ARTICLE 10 — INDEMNIFICATION

10.1 Provider Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS (THE "**DISTRICT INDEMNITEES**") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO (A) THE OPERATION OF THE PROGRAM; (B) ANY ACT OR OMISSION OF THE PROVIDER OR PROVIDER PERSONNEL; (C) ANY INJURY TO OR DEATH OF ANY CHILD OR OTHER PERSON, OR DAMAGE TO PROPERTY, OCCURRING IN CONNECTION WITH THE PROGRAM; OR (D) THE PROVIDER'S BREACH OF THIS AGREEMENT OR VIOLATION OF APPLICABLE LAW.

10.2 District Limitation. Nothing in this Agreement shall be construed to waive any immunity, defense, or limitation of liability available to the District under Texas law, including governmental immunity and the limits of the Texas Tort Claims Act. Any obligation of the District under this Agreement is subject to the limitations of Texas law applicable to public school districts.

10.3 Survival. The obligations in this Article 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11 — TERM AND TERMINATION

11.1 Term. This Agreement shall commence on the Effective Date and continue for an initial term of [____] years (the "**Initial Term**"), unless earlier terminated in accordance with this Agreement.

11.2 Renewal. This Agreement may be renewed for successive [one (1)-year] renewal terms upon the mutual written agreement of the Parties (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**").

11.3 Termination for Convenience. Either Party may terminate this Agreement for convenience upon _____ [e.g.120] days' prior written notice to the other Party, subject to a reasonable transition period to protect the continuity of care for enrolled Children.

Sample

11.4 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within ___ [e.g., thirty (30)] days after written notice describing the breach; provided that the District may terminate immediately upon written notice if (a) the Provider's License is suspended, revoked, denied, or not renewed; (b) the Provider fails to maintain required insurance; (c) the Provider fails to comply with background-check requirements; or (d) the District reasonably determines that continued operation of the Program poses a threat to the health or safety of any Child, student, or other person.

11.5 Effect of Termination. Upon expiration or termination, the Provider shall (a) cease operation of the Program at the School; (b) remove its personal property and vacate the Licensed Space in good condition, ordinary wear and tear excepted; (c) return all District keys, badges, and access credentials; and (d) reasonably cooperate with the District to transition or wind down the Program in a manner that protects enrolled Children and their families.

11.6 Funding-Out / Fiscal Year. The District's obligations under this Agreement are subject to the availability of lawfully appropriated funds, and nothing in this Agreement creates a debt of the District in violation of applicable Texas constitutional or statutory limitations.

ARTICLE 12 — GENERAL PROVISIONS

12.1 Independent Contractor. The Provider is an independent contractor that provides daycare program services to Eligible Families and community families and is not a service provider to the District. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties. Provider Personnel are not employees or agents of the District, and the District is not the operator of the child-care facility or program. Provider shall acknowledge and complete the Certification of Compliance with State Laws, attached hereto as Exhibit “E.”

12.2 Use of Names and Marks. Neither Party shall use the other Party's name, logo, or marks in advertising or promotional materials without the other Party's prior written consent, except that the Provider may factually state that the Program operates at the Highland Park Early Learning Academy. The Provider shall not represent that the Program is operated, endorsed, or sponsored by the District except as expressly authorized in writing.

12.3 Assignment. The Provider shall not assign or transfer this Agreement or any right or obligation under it, or subcontract operation of the Program, without the District's prior written consent. Any purported assignment in violation of this Section is void.

Sample

12.4 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-laws principles. Venue for any dispute shall lie in the county in which the District's administrative offices are located, to the extent permitted by Applicable Law.

12.5 Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising under this Agreement through negotiation between designated representatives and, if unsuccessful, through non-binding mediation before pursuing other available remedies, subject to and without waiver of the District's rights and immunities under Texas law.

12.6 Notices. All notices under this Agreement shall be in writing and delivered to the addresses set forth above (or such other address as a Party designates in writing) by hand delivery, nationally recognized overnight courier, or certified mail, return receipt requested, and shall be effective upon receipt.

12.7 Records and Confidentiality. Each Party shall maintain records as required by Applicable Law. The Parties acknowledge that the District is subject to the Texas Public Information Act and that records held by the District may be subject to disclosure. Each Party shall comply with Applicable Law governing the confidentiality of student and employee records and children's information.

12.8 Compliance with District Policies. While present at the School, the Provider and Provider Personnel shall comply with the District's applicable policies and rules governing conduct on District property, including tobacco-, drug-, alcohol-, and weapons-free campus policies.

12.9 Force Majeure. Neither Party shall be liable for any delay or failure to perform caused by events beyond its reasonable control, provided that the affected Party gives prompt notice and uses reasonable efforts to resume performance.

12.10 Entire Agreement; Amendment. This Agreement, including its Exhibits, constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior understandings. This Agreement may be amended only by a written instrument signed by both Parties.

12.11 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.12 No Waiver. No waiver of any provision shall be effective unless in writing, and no waiver shall constitute a continuing waiver.

Sample

12.13 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original and all of which together constitute one instrument.

12.14 Authority. Each Party represents that the individual signing this Agreement on its behalf is duly authorized to do so, and that execution of this Agreement has been duly approved by the District's Board of Trustees to the extent required by Applicable Law.

SIGNATURES

HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

[PROVIDER LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

Sample

EXHIBIT A — DESCRIPTION OF LICENSED SPACE

1. Classrooms. The five (5) classrooms made available to the Provider are identified as Rooms [____, ____, ____, ____, and ____] at Highland Park Early Learning Academy, as depicted on the floor plan attached to this Exhibit A.

2. Shared Areas. The Provider shall have coordinated, non-exclusive access to the following shared areas: [restrooms; designated entrance/exit and drop-off area; outdoor playground/play area; kitchen or food-preparation area; hallways serving the Licensed Space].

3. Dedicated Entrance/Security. [Describe any dedicated entrance, secured vestibule, or separation features required for the Program.]

4. Equipment/Fixtures Provided by District:

- refrigerator(s),
- Microwave oven(s),
- washer/dryer(s),
- playground equipment

Sample

EXHIBIT B — HOURS OF OPERATION

Regular hours: [e.g., Monday–Friday, 7:00 a.m. – 6:00 p.m.]

Coordination with School Calendar: The Provider will, at a minimum, be required to align Program schedules with the District's start/dismissal dates, holidays, in-service days, and summer schedule according to the calendar and time attached to this Exhibit B. Provider shall operate on a full-time basis to be consistent with the District.

Closures: The District will timely notify the Provider of all school closures, delayed starts to the school day or any necessary early release in order to minimize any burden caused to Provider or parents/guardians. Provider shall designate and provide full contract information for two representatives to receive such notice from the District.

Sample

EXHIBIT C — FINANCIAL TERMS

(To Be Finalized Upon Selection of Provider)

1. Fee to District for Use of Licensed Space: [To be determined — e.g., $____ per month, cost-sharing arrangement, and in-kind consideration through discounted rates].

2. Standard Tuition and Program Fees (by age group):

- Infants: $____
- Toddlers: $____
- Ages 3–4: $____
- Registration/other fees: $____

3. Discounted Rates for Eligible Families (Article 6):

- District employees: [____% discount / $____ reduced rate]
- District students who are parents/guardians: [____% discount / $____ reduced rate]
- Method of application and eligibility verification: [____]

4. Utilities and Custodial Cost Allocation: [Specify responsibility for water, electricity, gas, internet, trash removal, and janitorial service.]

5. Effect of Closures on Fees: [TBD on case by case basis]

Sample

EXHIBIT D – SUMMARY OF APPLICABLE TEXAS LICENSING AND STATUTORY REQUIREMENTS

This Exhibit is provided for the convenience and information of the Parties. It summarizes principal Texas legal requirements applicable to the Program and is not a substitute for the full text of the governing statutes and rules or for the advice of counsel. The Provider is responsible for full compliance with all Applicable Law.

1. Licensing Requirement. No person may operate a child-care facility in Texas without a license issued by the Texas Health and Human Services Commission. Tex. Hum. Res. Code Ann. § 42.041 (West). The Provider must obtain and maintain this license before and throughout operation of the Program.

2. Regulator. The HHSC Child Care Regulation division administers licensing and enforcement of child-care facilities under Chapter 42 of the Texas Human Resources Code and Chapters 745 and 746 of Title 26 of the Texas Administrative Code.

3. Minimum Standards. The HHSC promulgates minimum standards for licensed child-care facilities designed to promote children's health, safety, and welfare and to ensure adequate supervision by qualified personnel. Tex. Hum. Res. Code Ann. § 42.042 (West). The operative rules are the Minimum Standards for Child-Care Centers, 26 Tex. Admin. Code ch. 746.

4. Child/Caregiver Ratios and Group Sizes. The classroom ratio — the number of children one caregiver may supervise — is set by rule based on the ages of the children in the group, and maximum group sizes apply. 26 Tex. Admin. Code § 746.1601. Ratios are most stringent for infants and youngest children; the Provider must confirm and comply with the current ratio and group-size charts for each age group served (infants through age four).

5. Personnel Qualifications and Training. Chapter 746, Subchapter D, establishes director and caregiver qualifications and pre-service and annual training requirements. Statutory minimum training requirements for day-care center personnel include initial and annual training hours. Tex. Hum. Res. Code Ann. § 42.0421 (West).

6. Background and Criminal History Checks. The operator must submit for background checks the names of the operator, each employee and prospective employee, and each contractor who provides care or supervision to children, as well as other persons with access to children. Tex. Hum. Res. Code Ann. § 42.056 (West). Persons subject to the requirement must submit a complete set of fingerprints for a state and federal criminal history check as provided by rule. Tex. Hum. Res. Code Ann. § 42.056 (West). A person may not have direct care of or direct access to a child before the required check is completed.

Sample

7. Health, Safety, and Physical Plant. Chapter 746 establishes health, sanitation, nutrition, emergency-preparedness, and physical-plant (indoor and outdoor space) requirements. The facility remains subject to inspection by local, regional, or state health officials and the state or local fire marshal. Tex. Hum. Res. Code Ann. § 42.041 (West).

8. Reporting of Abuse and Neglect; Required Postings. The Program must comply with mandatory reporting of suspected child abuse, neglect, and exploitation and with required postings (including the license, activity plans, and daily menu) and parent-notification requirements under Chapter 746.

9. Nondiscrimination. Minimum standards prohibit racial discrimination by child-care facilities. Tex. Hum. Res. Code Ann. § 42.042 (West). The Program must also comply with applicable federal nondiscrimination and accessibility laws.

10. Note on Exemptions. Chapter 42 contains exemptions from licensure for certain programs. Tex. Hum. Res. Code Ann. § 42.041 (West). Because this Program is a privately operated, advertised child-care center serving the general population of Eligible Families and community families on school premises, the Parties intend that the Provider operate as a licensed child-care center and not in reliance on any exemption. The Provider is responsible for confirming its licensure obligations with the HHSC.

Sample

EXHIBIT E – CERTIFICATION OF COMPLIANCE WITH STATE LAWS

Although Provider is not a vendor or contractor who provides services to the District, Provider acknowledges that as a party to a contract with the District, and is a tenant on District property, it must provide certain certifications below that are required by law and Provider further acknowledges it shall voluntarily comply with other certifications below that by law only apply to District vendors, as follows:

Certification of Eligibility
Provider certifies that it is not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of bid submission and time of award, the Provider will notify the District. Failure to do so may result in terminating the contract for default.

Certification Regarding Employment Assistance Prohibited
Provider certifies and agrees that it shall not assist an employee, Provider or agent of the District or of any other school district in obtaining a new job if the Provider 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.

Certification Relating to State Contracts with and Investments in Companies that Boycott Israel
Pursuant to Texas Government Code, Chapter 2271, as amended, if Provider 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 Provider represents and warrants to the Highland Park ISD that the Provider does not boycott[1] Israel and will not boycott Israel during the term of any contract resulting from the solicitation.

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

Certification Regarding No Discrimination of Firearm Entities or Trade Associations
Pursuant to Texas Government Code, Chapter 2274, if Provider is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability

[1] "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.

Sample

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 Provider represents and warrants to the Highland Park ISD that the Provider does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association[2] and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from the solicitation.

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

Pursuant to Texas Government Code, Chapter 2276, if Provider 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 Highland Park ISD is $100,000 or more, the Provider represents and warrants to the Highland Park ISD that the Provider does not boycott energy companies[3] and will not boycott energy companies during the term of any contract resulting from the solicitation.

Relating to No Contracts with an Abortion Provider

The Provider verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

Biological Sex and No Preferred Pronouns

Provider certifies and agrees that it shall ensure that all actions in specific performance of any contract with Highland Park ISD shall comply with federal and state law and reflect that there are only two sexes and shall not assist a student with social transitioning. Provider'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.

Sample

[2] 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.

[3] "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.

No Instruction Relating to Sexual Orientation or Gender Identity.
Provider certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with Highland Park ISD, provide instruction, guidance, activities, or programing regarding sexual orientation and gender identity to students.

No Diversity, Equity, Or Inclusion. Provider represents and warrants that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with Highland Park ISD, provide instruction, guidance, activities, or programing regarding diversity, equity, and inclusion, and shall not assign to another individual diversity, equity, and inclusion duties at, for, or on behalf of the Highland Park ISD.

No Acts Prohibited Under Texas Education Code.
Provider certifies and agrees that its employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract with Highland Park ISD, provide instruction, guidance, activities, or programing that is prohibited by Texas Education Code §28.0022(a)(4).

Certification of Compliance with Texas Family Code
As per Section 14.52 of the Texas Family Code, all Provider must complete and submit with the proposal the certification as follows:

> I, the undersigned Provider, 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, Provider, 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.

Notice of Potential Termination for Engaging in Prohibited Acts
Pursuant to Texas Education Code section 11.005, the Provider is prohibited from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the Highland Park ISD. Provider agrees that if Highland Park ISD determines that the Provider, in performance of any contract with Highland Park ISD, has engaged in, or assigned to another person, diversity, equity, and inclusion duties at, for, or on behalf of Highland Park ISD, Highland Park ISD may terminate any existing contract and Provider shall reimburse Highland Park ISD amounts paid by Highland Park ISD for services Provider did not perform, or did not properly perform. Further, Provider is prohibited from providing at, for, or on behalf of the Highland Park ISD, any instruction, guidance, or activities regarding sexual orientation or gender identity under Texas Education Code 28.0043, or provided any instruction on content prohibited under Texas Education Code section 22.0022(a)(4). Provider agrees that if Highland Park ISD determines that Provider, in performance of any contract with Highland Park ISD, has provided or engaged in any instruction, guidance, or activities regarding sexual orientation or gender identity prohibited under Texas Education Code 28.0043, or provided instruction on any content

Sample

prohibited under Texas Education Code section 22.0022(a)(4), Highland Park ISD may terminate any existing contract and Provider shall reimburse Highland Park ISD amounts paid by Highland Park ISD for services that Vender did not perform or did not properly perform. For further information concerning these prohibitions, Provider is directed to Highland Park ISD Board Policies generally, and specifically: BT(LEGAL), BJA(LEGAL), CDC(LEGAL), CJ(LEGAL) & (LOCAL), CMD(LEGAL), CQA(LEGAL), DF(LEGAL)&(LOCAL), DG(LEGAL) and EMB(LEGAL)&(LOCAL) at the following URL: https://pol.tasb.org/PolicyOnline?key=1006. Hard copies can be provided upon request.

Provider Name: _____

Signature: _____

Print Name: _____

Title _____ **Date:** _____

Sample