



**Request for Proposals (RFP)**  
**for**  
**Social Emotional Learning Curriculum**  
**#4-RFP-GNRL-2021 SEL CURRICULUM**  
**Closing Date:**  
**5:00pm CST**  
**June 30, 2020**

IDEA Public Schools is accepting proposals to provide students with access to a Social Emotional Skill Building Curriculum in accordance with the instructions, specifications, and terms and condition contained in this Solicitation.

IDEA Public Schools reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact IDEA to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. **Please contact Yanin M. Dieppa, Federal Funds Grant Manager, at [yanin.dieppaperea@ideapublicschools.org](mailto:yanin.dieppaperea@ideapublicschools.org) to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. In the e-mail subject line, please type: Questions - RFP - SEL Curriculum**

**Contact:**  
Yanin M. Dieppa  
Federal Funds Grant Manager  
737-465-1407  
[yanin.dieppaperea@ideapublicschools.org](mailto:yanin.dieppaperea@ideapublicschools.org)

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## PART I – GENERAL INFORMATION AND INSTRUCTIONS

### 1. Introduction and Purpose

IDEA Public Schools (“IDEA” or the “district”) is a public charter network that currently serves approximately 50,000 students in five regions across Texas, with plans to open in additional regions over the next several years and increase our student population to 100,000 by 2022. IDEA’s mission is College for All. For the past eleven years, 96.6% of IDEA graduates have matriculated to college. We offer a rigorous path to college that begins in Pre-K. IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students. Our high schools are ranked among the top in the nation by US News & World Report and the Washington Post.

IDEA serves primarily low-income students in underserved areas of both rural and urban communities. IDEA is a 501(c)(3) non-profit organization. Funding for IDEA operations and programs is provided through fundraising, philanthropic grants, state and federal funding.

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from eligible vendors for comprehensive Social Emotional Skill Building Curriculum at IDEA locations throughout the district’s five Texas regions (Rio Grande Valley, San Antonio, Austin, El Paso, and Tarrant County) for the 2020-2021 school year. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a bidder may be selected, and the contractual terms by which IDEA intends to govern the relationship between itself and the selected vendor(s).

### 2. Proposal Submissions

To be considered, the Proposal must be prepared in the manner and detail specified in this RFP.

- a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
- b. **Proposal Format and Content:** Proposals should include the following information and content:
  - i. Title Page
  - ii. Table of Contents
  - iii. Business Identification
  - iv. Additional Requirements
  - v. Compliance with Specifications
  - vi. Past Performance / Demonstrated Effectiveness
  - vii. Cost
- c. Proposals shall be submitted via the web-based software, Munis Self Service. Type **<https://selfservicetx.ideapublicschools.org/MSS/Vendors/default.aspx>** in an Internet browser to access the software. A signed, submitted proposal constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation.
- d. To be eligible for consideration, electronically locked proposals will be accepted via the internet at **<https://selfservicetx.ideapublicschools.org/MSS/Vendors/default.aspx>** not later than **5:00 PM CST on June 30, 2020** (Proposal Submission Deadline) along with the required original signature pages and required forms.

- e. All proposals must be received by the deadline. **Proposals submitted after the opening time and date will NOT be accepted. Fax or email proposals will NOT be accepted.**
- f. **Pre-Proposal Meeting:** Not applicable.
- g. **Proposal Guarantee:** Not applicable.
- h. IDEA reserves the right to reject any and/or all Proposals, to award service contracts as may appear advantageous to IDEA, and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party; however, IDEA reserves the right to tender its own contract for services.
- i. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
- j. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.
- k. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state “No costs to IDEA.”
- l. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost figures. Any taxes included in cost figures will not be included in the tabulation of any awards.
- m. Any Proposals submitted in response to this RFP will become irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.
- n. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.
- o. IDEA reserves the right to select any offer it deems the best value, regardless of price.
- p. IDEA may accept multiple offers for the same services.

### **3. Required Forms (Certifications and Representations)**

Vendor shall execute the required forms included with this RFP.

#### **4. RFP Clarification**

Questions must be submitted via email to Yanin M. Dieppa, Federal Funds Grant Manager, at [yanin.dieppaperea@ideapublicschools.org](mailto:yanin.dieppaperea@ideapublicschools.org). In the email subject line, type: **Questions - RFP - SEL Curriculum** Questions submitted by potential respondents and the answers prepared by IDEA, along with Addenda to this RFP, if applicable, will be posted on the Munis Self Service website: <https://selfservicetx.ideapublicschools.org/MSS/Vendors/default.aspx>.

Oral answers provided by IDEA or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

#### **5. Proposer Responsibility**

IDEA expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP. Vendor's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor from any obligation regarding this RFP. By submitting a Proposal, Vendor is presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this RFP. Objections considered by IDEA as excessive or affecting vital terms may reduce or eliminate Vendor's prospects for award.

#### **6. Completeness**

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of a Proposal is allowed based on proof of mechanical error; however, Vendor may be removed from approved vendor list.

#### **7. False/Misleading Statements**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service, may be rejected. If, in the opinion of IDEA, such information was intended to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

#### **8. Proposal Signature**

The Proposal must be signed by an individual with proper authority. The signature should indicate the title or position that the individual holds in the firm (if applicable).

#### **9. Selection of Vendor(s)**

IDEA may award this RFP to multiple Vendors or to the Vendor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under EVALUATION CRITERIA. A contract or letter agreement for SEL curriculum services may be executed with successful vendors as a result of this process, and the successful vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

#### **10. Contract Period**

Proposals should be made for a three-year contract beginning July 1<sup>st</sup>, 2020 and concluding on June 30, 2023. Additionally, IDEA reserves the right to extend any resulting service contract for an additional 60

days beyond the final expiration date if necessary, to ensure no lapse in services. The parties, by mutual consent, may also renew any resulting service agreement for up to four additional one-year periods, subject to the same terms, conditions, favorable prices, and mutual agreement between Vendor and IDEA. **IDEA is not obligated to renew any service agreement for additional terms beyond the base service year.**

### **11. Administrative Procedure for Bidder Complaints**

Members of the public having complaints regarding the IDEA's purchasing procedures or operations may present their complaints or concerns to the District by written to the following address.

IDEA Public Schools, Attn. Purchasing Dept.  
2115 West Pike Blvd  
Weslaco, TX 78596  
(956) 377-8000

## **PART II: SPECIFICATIONS AND SCOPE OF WORK**

### **1. Overview**

IDEA is requesting the following Social Emotional Learning Curriculum for the 20-21 school year:

### **Social Emotional Learning Curriculum**

The vendor will provide comprehensive SEL programming and skill building to prepare our students for success in school and beyond. The program is intended to serve students from Pre-K-12<sup>th</sup> grade. The SEL program should include:

1. Recognizing and managing emotions
2. Setting and achieving positive goals
3. Demonstrating caring and concern for others
4. Establishing and maintaining positive relationships
5. Making responsible decisions
6. Handling interpersonal situations effectively
7. Increase attendance at school
8. Increase achievement
9. Decrease negative behaviors

### **Program Evaluation**

Program Evaluation Program evaluation will be based on multiple inputs: student achievement, persistence, ADA, teacher/leader/student/parent satisfaction. Student growth in SEL competencies will be measured annually. Data will be collected quarterly and reviewed.

Compliance: The degree to which the vendor completes services as contracted will be evaluated quarterly. The vendor will provide this report to the district.

Persistence/ADA/ Student Achievement: The student persistence goal for the campus is 90% from August to August. The district will collect this data and provide to the vendor. ADA goal is 97.5% and the student achievement goal will be measured by the number of schools with an "A" rating.

Leader Satisfaction: The district will solicit qualitative input from school leaders/teachers/students/parents on a biannual basis regarding the degree to which the SEL curriculum has influenced the success of the results. The district expects 90% of participants to respond with an 8 or higher on a 10-point system.

Student growth: Students will take a BOY and EOY SEL competency evaluation to measure the impact of the program. Our goal is that 50% of students show 1 point growth.

## **PART III: EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS**

### **1. General Considerations**

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced Proposal. Award(s) will be made to the Vendor(s) submitting the best responsive proposal satisfying IDEA's requirements, price and other factors considered. In the event that one Vendor cannot meet all of the requirements outlined in the RFP, the award may be divided among several qualified Vendors.

The committee evaluating the Proposals submitted in response to this RFP may require any or all Vendors to give an oral presentation to clarify or elaborate on their Proposal, as well as to provide a demonstration. Upon completion of oral presentations or discussions, Vendors may be requested to revise any or all portions of their Proposals.

### **2. Evaluation Criteria**

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, to include but not be limited to:

- Ability to meet specifications.
- Pricing.
- Responsiveness to RFP terms and conditions.
- References.
- Experience.
- Personnel qualifications.
- Vendor's past relationship, if any, with IDEA or other charter schools.
- Use of products that protect the environment and human health, if applicable.
- The reputation of the vendor and of the vendor's goods and services.
- The quality of the vendor's goods or services.
- The impact on the ability of IDEA to comply with laws and rules relating to historically underutilized businesses.
- Vendor's service and delivery capabilities.
- Ability to provide services across all IDEA Public Schools regions in the state of Texas
- Any other relevant factor specifically listed in the RFP.

IDEA will evaluate each Vendor’s Proposal in the areas of the proposed plan, experience, service capabilities, product quality, cost, and bet value on the pre-determined evaluation criteria below.

<b>RANKING CRITERIA</b>	<b>POINTS</b>
Price/Cost	15
Vendor location	5
Reputation of vendor	10
Quality of good or service	20
Extent to which IDEA needs are met	15
Past relationship with IDEA	15
Long term cost	10
References/Past reputation	10
Other	n/a
<b>Total possible points is 100</b>	

IDEA may use IDEA staff, independent evaluators or a combination of both to evaluate and rank Proposals.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification. IDEA may enter into negotiations with the highest ranked Vendor. If IDEA is unable to reach agreement with the highest ranked Vendor, the negotiations will terminate and negotiations will begin with the next Vendor in the order of the ranking until a contract is reached or IDEA has rejected all Proposals.

NOTE: After evaluation, any Proposal with a total score less than 70 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. IDEA reserves the right to request Best and Final Offers (BAFO) from all responsive Vendors.

#### **PART IV: GENERAL TERMS AND CONDITIONS**

1. **Proposal Submission:** Proposals must be submitted using this RFP only, and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed proposals will not be accepted.
2. **Public Record:** All Proposals become the property of IDEA. As a governmental entity, the Texas Public Information Act applies to this RFP. Accepted Proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
3. **Rejection/Award:** IDEA reserves the right to reject and and/or all Proposals, to award contacts as may appear advantageous to IDEA, and to waive all formalities in the procurement process.



4. **Evaluation of Proposals:** Proposal evaluation will be completed based on the information provided by Vendor. It is very important that Vendor provide all required information as part of the Proposal. Failure to provide necessary information and documents could result in the Proposal being rejected.

5. **Applicability:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract, and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.

6. **Supplemental Information:** All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.

7. **Proposal Errors:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Vendor may be removed from consideration or from any approved vendor list.

8. **Changes to Proposal:** IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.

9. **Use of Brand Names:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, IDEA will consider bid to be as specified. Illustrations and complete description must be included with the Proposal if bidding other than specified.

10. **Undue Influence:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to Vendor's Proposal, directly or indirectly, through any contact with IDEA board members or other school officials from the date this RFP is released until the award of a contract by IDEA. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.

11. **Gratuities:** IDEA may, by written notice to Vendor, cancel any service agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this agreement is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.

12. **Payment Terms:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice IDEA neither more nor less frequently than once per month.

13. **Independent Contractor:** The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer or employee between IDEA and Vendor or between IDEA and Vendor's employees. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with IDEA. Vendor is not to be considered an agent or employee of IDEA and is not entitled to

participate in any pension plans, bonus, or similar benefits that IDEA provides to its employees. IDEA and Vendor agree that Vendor and/or its employees are not covered under any IDEA insurance policy, including but not limited to IDEA's liability, property and casualty, or workers' compensation insurance policies. IDEA shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.

14. **Fund Availability:** This agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by IDEA's Board of Directors or otherwise not made available to IDEA.

15. **Changes:** This agreement may not be modified, altered, or changed except by mutual written agreement between the parties.

16. **Indemnity:** Vendor shall indemnify and hold harmless IDEA and its Board of Directors, officers, employees, and agents from all suits, actions, losses, damages, claims, or liability of any character, type or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees that IDEA incurs defending any action, suit, or claim from any source whatsoever and any kind or nature arising directly or indirectly on the part of Vendor, its agents, servants, contractors, and suppliers, in performance of this agreement, so long as the sole negligence of IDEA is not the cause of the loss, claim, damage, expense, or cost.

17. **Termination.** Any resulting contract may be terminated by IDEA at any time with or without cause and without penalty to IDEA. In the event of termination by IDEA prior to completion of the contract, compensation shall be prorated on the services actually performed, and Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.

18. **Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative.

19. **Criminal Background Check:** All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must certify to IDEA that the Vendor has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing services for IDEA. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA. Vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor shall certify to IDEA that all employees assigned to work under a contract have successfully passed a criminal background check, prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the contract.

20. **Enforcement:** It is acknowledged and agreed that Vendor's services to IDEA are unique, which gives Vendor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this agreement, but only if IDEA is not in breach of this agreement.

21. **Governmental Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

22. **Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

23. **Assignment/Delegation:** No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of IDEA. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.

24. **Waiver:** The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

25. **Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

26. **Applicable Law:** The validity, enforceability and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Texas.

27. **Record Keeping:** IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

28. **Equal Opportunity:** Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

29. **Debarment and Suspension:** Neither Vendor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from

Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

30. **Rights to Inventions Made Under a Contract or Agreement:** Vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of this agreement belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

## **PART V: REQUIRED FORMS**

The attachments listed below are required and should be included with the Proposal, along with any other forms included in this RFP. **ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

1. **Attachment A** – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. **Attachment B** – Vendor Information
3. **Attachment C** – Vendor Certification
4. **Attachment D** – Proof of Insurance or Bonding
5. **Attachment E** – Certification Regarding Drug-Free Workplace
6. **Attachment F** – IDEA Conflict of Interest Form
7. **Attachment G** – Conflict of Interest Form CIQ
8. **Attachment H** – Equal Opportunity and Nondiscrimination
9. **Attachment I** – Bidder Certification Form
10. **Attachment J** – Certification Regarding Lobbying
11. **Attachment K** – Debarment or Suspension Certificate
12. **Attachment L** – Contract Provisions for Contracts Involving Federal Funds
13. **Attachment M** – Criminal History Certification

**Addendum #1** – Modification of attachments – June 25<sup>th</sup>, 2020

RFP #4-RFP-GNRL-2021 SEL CURRICULUM – Social Emotional Learning Curriculum

Distributed on June 20<sup>th</sup>, 2020 and listed on [IDEA Website](#)

On page 12, under PART V: REQUIRED FORMS the attachment list has been modified to include or remove the following information:

**PART V: REQUIRED FORMS**

The attachments listed below are required and should be included with the Proposal, along with any other forms included in this RFP. **ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

1. **Attachment A** – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP. [Vendor must create their own title page with company information, contact information, project name, and any other identifying information.](#)
2. **Attachment B** – ~~Vendor Information~~ [Vendor Maintenance File](#)
3. **Attachment C** – ~~Vendor Certification~~ [ACH Vendor Payment Enrollment Form](#)
4. **Attachment D** – Proof of Insurance or Bonding ([document must be requested by vendor to their insurance or bond provider](#))
5. **Attachment E** – ~~Certification Regarding Drug Free Workplace~~ [IRS W-9 Form](#)
6. **Attachment F** – IDEA Conflict of Interest [Questionnaire](#) ~~Form~~
7. **Attachment G** – ~~Conflict of Interest Form~~ [CIQ SB9 Form Contractor Certification \(if applicable\)](#)
8. **Attachment H** – ~~Equal Opportunity and Nondiscrimination~~ [Criminal History Review of Contractor Employees](#)
9. ~~**Attachment I** – Bidder Certification Form~~
10. ~~**Attachment J** – Certification Regarding Lobbying~~
11. ~~**Attachment K** – Debarment or Suspension Certificate~~
12. ~~**Attachment L** – Contract Provisions for Contracts Involving Federal Funds~~
13. ~~**Attachment M** – Criminal History Certification~~

**Addendum #2** – Proposal submission through mail – June 26<sup>th</sup>, 2020

RFP #4-RFP-GNRL-2021 SEL CURRICULUM – Social Emotional Learning Curriculum

Distributed on June 20<sup>th</sup>, 2020 and listed on [IDEA Website](#)

On page 3, under PART I: GENERAL INFORMATION AND INSTRUCTIONS, Section 2: Proposals and Submissions, 2(a) and 2(b) will be modified to include an address for mail-in submissions, and will read as follows:

- a. Proposals shall be submitted via the web-based software, Munis Self Service. Type **<https://selfservicetx.ideapublicschools.org/MSS/Vendors/default.aspx>** in an Internet browser to access the software. **Proposals can also be submitted via mail to the following address:**

**IDEA Headquarters  
Attn. Heather Pardo & J. Denise Smasal  
2115 W. Pike Blvd.  
Weslaco, TX 78596**

A signed, submitted proposal constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation.

- b. To be eligible for consideration, electronically locked proposals will be accepted via the internet at **<https://selfservicetx.ideapublicschools.org/MSS/Vendors/default.aspx>** not later than **5:00 PM CST on June 30, 2020** (Proposal Submission Deadline) along with the required original signature pages and required forms. **To be eligible for consideration proposals that were mailed in to the address stated above have to be in our offices no later than 5:00 PM CST on June 30, 2020 (Proposal Submission Deadline).**



**IDEA Headquarters**  
2115 W. Pike Boulevard  
Weslaco, Texas 78596  
**Phone** 956.377.8000  
**Fax** 956.447.3796

We appreciate your interest in becoming a vendor with IDEA Public Schools. Before we can set you or your business up in our software system and do business with you, please fill out and return the vendor packet in its entirety.

Here are a few things to keep in mind:

- Does your business accept purchase orders?
- Do not perform services or fulfill any orders without an approved purchase order in place.
- IDEA Public Schools is not responsible for materials, supplies or equipment delivered without an approved purchase order.
- IDEA Public Schools has a 30-day net payment policy.
- IDEA Public Schools does not pre-pay vendor for goods or services.
- Do not over ship or substitute items from the original purchase order unless pre-approved by the Purchasing or Accounts Payable Supervisors or the Director of Accounting Operations.
- Invoices must be rendered on the date of completed shipment of all materials/items on the purchase order. Separate billing for partial shipments is not allowed unless other arrangements have been done with Accounts Payable Supervisor or Director of Accounting Operations.
- IDEA Public Schools will verify if your business has been debarred or suspended on [www.sam.gov](http://www.sam.gov)
- IDEA Public Schools will verify information on your W9 with the IRS website for TIN matching.
- All invoices should be sent to [payable@ideapublicschools.org](mailto:payable@ideapublicschools.org) for processing.

For questions, please contact:

Albento Anguiano, Purchasing Supervisor

P.956-332-0913 | [albento.anguiano@ideapublicschools.org](mailto:albento.anguiano@ideapublicschools.org)

Maribel Anzaldua, Purchasing Clerk III

P.956-373-6825 | [maribel.anzaldua@ideapublicschools.org](mailto:maribel.anzaldua@ideapublicschools.org)



# IDEA Public Schools

## VENDOR MAINTENANCE FILE

**Vendor no. assigned**

New Vendor *(check one)*  
 Revision to Vendor File

Name: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**Remit to Address (if different)**

Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Alt.Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Vendor's Identification Number**

Individual's Social Security Number \_\_\_\_\_ *i.e.(123-45-6789)*  
 Business / Company's Employer I.D. # \_\_\_\_\_ *i.e.(74-1234567)*  
 CO-OP Member YES / NO *(circle one)*      If YES, which one \_\_\_\_\_

**We pay this vendor for the following (Check as many as applicable)**

Purchase Goods *(Explain Products)* \_\_\_\_\_  
 Rent Products, equipment,etc.  
 Medical Payments  
 Personal Services *(repairs,consultants,other services,etc.)*  
 Employee Reimbursements  
 Travel Related *(mileage,meals,hotels,taxi,airfare,conference fees,etc)*

**Form 1099: Box 1**  
**Form 1099: Box 6**  
**Form 1099: Box 7**

Requested by: \_\_\_\_\_ Signature \_\_\_\_\_ *Date*

**Business Office Use Only**

	Signature	Date	
			<b>1099 Vendor: YES / NO (Circle One)</b>
<b>Posted by</b>			<b>IF YES: 1099 BOX NO.</b> <input style="width: 50px;" type="text"/>

**This form must be filled out by IDEA employees, NOT by vendors.**  
**\*TYPE OR PRINT\***

Vendors will not be added on system without an email or phone number provided.  
 All sections of this form must be filled out in order to process.

Turn in forms to Purchasing Department:  
 Albento Anguiano, Purchasing Supervisor, P.956-332-0913 | [alberto.anguiano@ideapublicschools.org](mailto:alberto.anguiano@ideapublicschools.org)  
 Maribel Anzaldúa, Purchasing Clerk III, P.956-373-6825 | [maribel.anzaldua@ideapublicschools.org](mailto:maribel.anzaldua@ideapublicschools.org)





# ACH Vendor Payment Enrollment Form

(Only for use with banks within the United States)

This form authorizes IDEA Public Schools to make payments to a business or individual electronically. It is the responsibility of the vendor to notify IDEA Public Schools of pertinent payee or company information and/or bank account changes verbally and in writing. IDEA Public Schools shall be entitled to rely on the authorization herein until it receives 45 days written notice of any change from the vendor. This form is required as IDEA Public Schools is going paperless. **Please type or print.**

## Section 1: Payee / Company Information

Vendor Name: \_\_\_\_\_

Social Security Number or Employer Identification Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

***(Email is mandatory to send payment notification to vendor when payments are initiated by IDEA Accounts Payable Department via Tyler Munis ERP system.)***

## Section 2: Account Information (For Accuracy Provide Voided Check)

Personal Account

Business Account

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ (must be 9 digits)

Vendor Bank Account Number: \_\_\_\_\_ Checking  Savings

## Section 3: Authorization

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## Section 4: Submit Information to

IDEA Public Schools Headquarters  
2115 W. Pike Blvd  
Weslaco, TX 78596  
Phone: 956-377-8000  
Fax: 956-447-3796

OR

Email:  
Albento Anguiano, Purchasing Supervisor  
albento.anguiano@ideapublicschools.org  
Maribel Anzaldúa, Purchasing Clerk III  
maribel.anzaldua@ideapublicschools.org

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**IDEA Headquarters**  
2115 W. Pike Boulevard  
Weslaco, Texas 78596  
**Phone** 956.377.8000  
**Fax** 956.447.3796

## CONFLICT OF INTEREST

Before IDEA Public Schools can set you or your business up as one of our approved vendors, we require a Conflict of Interest form to be completed. Fill out the attached form and return it as part of your completed vendor packet. This form is required in order to comply with Chapter 176 of the Texas local government code.

- If not related to an IDEA Public Schools employee, Officer (Board Member) or are related to a family member of the Officer – Write your name or business name and N/A in box 1.
- If related to an IDEA Public Schools employee Officer (Board Member) or are related to a family member of the Officer – Fill out the form entirely. List the name of the IDEA Public Schools employee you are related to in box 3 and your relationship to that person in Section D.
- Be sure to sign and date the form.

If you have any questions, please contact:

Albento Anguiano, Purchasing Supervisor  
P. 956-332-0913 | [albento.anguiano@ideapublicschools.org](mailto:albento.anguiano@ideapublicschools.org)

Maribel Anzaldúa, Purchasing Clerk III  
P. 956-373-6825 | [maribel.anzaldua@ideapublicschools.org](mailto:maribel.anzaldua@ideapublicschools.org)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



**IDEA Headquarters**  
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Weslaco, Texas 78596  
**Phone** 956.377.8000  
**Fax** 956.447.3796

## **SB9 FORMS**

Before IDEA Public Schools can set you or your business up as one of our approved vendors, we require an SB9 form to be completed if you will have a direct contact with students. Fill out the attached form and return it as part of your completed vendor packet.

If you have any questions, please contact:

Albento Anguiano, Purchasing Supervisor  
P. 956-332-0913 | [albento.anguiano@ideapublicschools.org](mailto:albento.anguiano@ideapublicschools.org)

Maribel Anzaldua, Purchasing Clerk III,  
P. 956-373-6825 | [maribel.anzaldua@ideapublicschools.org](mailto:maribel.anzaldua@ideapublicschools.org)

**Model SB9 Contractor Certification  
Independent Contractor**

**Introduction:** Texas Education Code Chapter 22 requires an independent contractor who provides services to a school district to submit to a criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify to the District that the contractor has complied.

The district may not obtain criminal histories for individual independent contractors: The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Services at (512) 424-2474.

A covered independent contractor with a disqualifying criminal history is prohibited from serving at a school district. The following offenses are disqualifying: (1) a conviction or other criminal history information designated by the District; or (2) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas code of Criminal Procedure, (c) an equivalent offense under federal law or the laws of another state.

---

I certify to IDEA Public Schools Independent School District ("District") that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-base Applicant Clearinghouse of Texas (FACT). I further certify to the District that I do not have disqualifying criminal history. I agree to notify the District in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I agree to provide the District, upon request, my full name and any other requested information so that the District may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.

Noncompliance or misrepresentations regarding this certification may be grounds of contract termination.

---

Signature

---

Date

## **CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

*Chapter 22 of the Texas Education Code requires entities that contract with public schools to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA Public Schools (“IDEA”). Contractors must certify to IDEA that they have complied and must obtain similar certifications from their subcontractors.*

*IDEA may not obtain criminal histories for contractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety’s Crime Records Service at (512) 424-2474.*

### **Definitions:**

*“Covered employees”:* Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA retains the discretion to determine what constitutes direct contact with students.

*“Disqualifying Criminal History”:* Any conviction or other criminal information designated by IDEA, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code §21.060, including:
  - a. Crimes involving moral turpitude;
  - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
  - d. Crimes involving school property or funds;
  - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - f. Crimes occurring wholly or in part on school property or at school-sponsored activity; and
  - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that IDEA believes might compromise the safety of students, staff, or property.



**CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for (Contractor Name) \_\_\_\_\_  
("Contractor"), certify that [Check one]:

None of the employees of Contractor are "covered employees" as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

*Or*

Some or all of the employees of Contractor are "covered employees". If this box is checked, I further certified that:

1. Contractor has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Contractor received information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
3. Upon request, Contractor will provide IDEA with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to IDEA.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I also certify to IDEA on behalf of Contractor that Contractor has obtained certifications from its subcontractors, if any, of compliance with Chapter 22 of the Texas Education Code.

I understand that non-compliance with this certification by Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Date