



## Request for Proposals For

### Leader Curriculum Development

**#5-RFP-GNRL-2021**

#### Closing Date:

**3:00PM CST**

**June 4, 2021**

IDEA Public Schools is accepting proposals to provide Leader Curriculum Development for IDEA Permian Basin 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 issues to 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 the contact IDEA to determine if addenda were issues and, if so, to obtain such addenda for attachment to the Proposal. Please contact Bethany Solis, Executive Director, IDEA Permian Basin at [bethany.solis@ideapublicschools.org](mailto:bethany.solis@ideapublicschools.org) & Liz Stowers, Executive Assistant at [liz.stowers@ideapublicschools.org](mailto:liz.stowers@ideapublicschools.org) to submit questions or comments concerning this solicitation, or to determine if addenda were issues and, if so, to obtain such addenda for attachment to the Proposal. In the e-mail subject type:

Questions – RFP - Leader Curriculum Development

#### **Contacts:**

Liz Stowers  
Executive Assistant  
432-230-6990

[Liz.stowers@ideapublicschools.org](mailto:Liz.stowers@ideapublicschools.org)

Bethany Solis  
Executive Director  
956-373-3259  
[Bethany.solis@ideapublicschools.org](mailto:Bethany.solis@ideapublicschools.org)

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## Part I- General Information and Instructions

### General Information

IDEA Public Schools prepares students from underserved communities for success in college and citizenship. We are a growing network of 119 high-performing charter schools serving over 76,500 students located throughout the Rio Grande Valley, San Antonio, Austin, El Paso, Houston, Permian Basin TX, as well as locations in Louisiana, Florida, and Ohio. Over 80% of IDEA students are considered low-income, and one of every three students is the first in their family to go to college. Since our first graduating class in 2007, 100% of our seniors have been accepted to colleges and universities. By 2022, IDEA will operate 173 schools in ten regions educating 100,000 students on their road to and through college. IDEA Public Schools is expanding Tampa, FL in 2021, Jacksonville, FL in 2022. Although IDEA's growth is rapid, it is also well planned and carefully calculated. Schools begin with minimal grade levels, adding facilities as students advance and eventually reaching full scale as a Pre K-12 campus.

### Purpose

Utilizing the Request for Proposals (RFP) method of procurement, IDEA Public Schools is requesting proposals from companies/business (Respondents) for Leader Development for IDEA Permian Basin. IDEA Public Schools seeks to find a Curriculum Development Program for Leaders that offers on-site consulting services to achieve the following (1) Strong implementation of IDEA's curriculum model with measurable impact on student learning, (2) Significant growth in school leader and regional leader content knowledge and curriculum-specific pedagogy. Contract services will last a minimum of 1 year starting June 14, 2021.

## Part II – Scope of Work

### Scope of Services

#### **Leader Curriculum Development**

IDEA Public Schools is requesting the following Leader Curriculum Development Services for one year, encompassing the 2020 – 2021 and 2021 - 2022 school years.

Leader Curriculum Development Services required include, but are not limited to the following:

Work in tandem with the IDEA Permian Basin to plan, recommend, and execute the following Leader Curriculum Development programs and components across 1 region containing 2 cities.

- On-site consulting services to achieve the following Desired Outcomes:
  1. Strong implementation of IDEA's curriculum model with measurable impact on student learning,
  2. Significant growth in school leader and regional leader content knowledge and curriculum-specific pedagogy
- Minimum one summer planning day for regional and school leaders
- Minimum 40 on-site visit days for classroom observation and feedback on curriculum implementation, student achievement data analysis, regional and school leader coaching & development (from August 9, 2021 – May 20, 2022)

- Primary focus on Math & ELA curriculum implementation, Secondary focus on Science and Social Studies curriculum implementation
- On-site days shared across two sites in Midland/Odessa (IDEA Yukon, IDEA Travis); allocation of days to be decided after contract finalized
  - IDEA Yukon (Odessa) | Grades served in 21-22: K – 2, 6
  - IDEA Travis (Midland) | Grades served in 21-22: PK – 5, 6 – 7
- Experience coaching school-level implementation of IDEA's curriculum materials strongly preferred:
  - Eureka Math
  - Wit and Wisdom (ELA)
  - Amplify Science
  - Insight Humanities
- Travel costs.
- References from 3 school districts; do not include any IDEA staff as references.

In addition to the above, IDEA Public Schools requests that the proposal include:

- Resumes of potential trainers/consultants.
- Include answers to the scope of work requirements.
- The cost and fee structure for providing the services described above.
- Any additional information important for us to consider as we begin the selection process.

## Part III - Submittal Requirements and Evaluation Criteria

### Proposal Response

All bid packages must be clearly marked with the Respondents' name and address **(it is very important to include the RFP#)**. Bid packages must be delivered to and received prior to the deadline.

Bethany Solis, Executive Director

IDEA Public Schools

223 W. Wall St. Ste 209

Midland, TX 79701

432-230-6990

**Attn: #5-RFP-GNRL-2021**

### References

The Respondents shall submit a minimum of three (3) verifiable references from school districts; do not include any IDEA staff as references. Each reference provided shall include:

- Reference's Name
- Contact Person
- Address, City, State, and Zip
- Contact Person Phone Number
- Contact Person Email Address
- Brief Project Scope
- Time Frame

### Additional documentation

- Vendor Affidavit Cover letter (located on page 18)
- Vendor Affidavit (located on page 19)

### Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, award will not necessarily be made to the offer or submitting the lowest priced proposal. Award will be made to the firm 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 this document, the award may be divided among several qualified vendors.

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.
- 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.
- Any other relevant factor specifically listed in the RFP.

The district will evaluate each Respondent's category proposal(s) in the areas of the proposed plan, experience/service capabilities, and best value on the following pre-determined criteria: The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal.

<b>30 Points</b>	The adequacy and completeness of the vendor proposal addressing the Scope of Service
<b>30 Points</b>	The strength of references and resumes provided and the flexibility of the Contractor to provide the differentiated on-site services described in the Scope of Service
<b>30 Points</b>	The extent to which the proposal meets the needs and preferences listed in the scope of services.
<b>10 Points</b>	Cost of service is reasonable for the scope and sequence of service.



**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:

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

Posted by		

1099 Vendor: YES / NO (Circle One)

IF YES: 1099 BOX NO.

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:

Ashley Westbrook, Managing Director of Procurement, P.956-647-1143 |

ashley.westbrook@ideapublicschools.org

Maribel Anzaldua, Purchasing Clerk III, P.956-373-6825 | 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:  
Ashley Westbrook, Managing Director of Procurement  
ashley.westbrook@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.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## 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.

Sign Here	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:

Maribel Anzaldua, Purchasing Clerk III

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

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



**IDEA Headquarters**  
2115 W. Pike Boulevard  
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:

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

Dear Vendor

As a vendor that is seeking to do business or who has conducted and continues to conduct business with IDEA Public Schools, we are required to check for conflicts of interest and related party transactions under Texas law.

Attached, please find the Vendor's Affidavit Affirming Proper Conduct for your review and completion. This affidavit is a formal affirmation that you and/or your authorized agents, in your capacity as a vendor that has previously and/or continues to conduct business with IDEA Public Schools, have adhered to a specific standard of professional conduct regarding your participation in the process of responding to any requests for quotes, bids and/or proposals issued by IDEA Public Schools, and that you are not aware of any transactions with a related party (to IDEA) under Texas law.

Please review the affidavit, and sign, date, and notarize before returning the signed original to our office at the following address:

IDEA Public Schools Headquarters

Attn: Ashley Westbrook, Managing Director of Procurement

#5-RFP-GNRL-2021 Leader Curriculum Development

2115 W Pike Boulevard

Weslaco, Texas 78596

Should you have any questions, please contact Ashley Westbrook, Managing Director of Procurement [ashley.westbrook@ideapublicschools.org](mailto:ashley.westbrook@ideapublicschools.org), for clarification.

Thank you for your time and attention to this matter. We appreciate your cooperation and look forward to receiving the executed affidavit.

Best,

*Ashley Westbrook*

/s/

## VENDOR'S AFFIDAVIT AFFIRMING PROPER CONDUCT & NO CONFLICTS OF INTEREST

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority in and for the State of \_\_\_\_\_, on this day personally appeared, \_\_\_\_\_ who, after being by me duly sworn, deposed, and said:

1. My name is \_\_\_\_\_.
2. I am of sound mind, 18 years of age or older, and competent to give this affidavit.
3. I am a duly authorized agent, or representative, of [Enter vendor name], a prospective vendor or active vendor that has and continues to conduct business with IDEA Public Schools pursuant to a contract awarded and/or purchase order issued by IDEA Public Schools to the vendor named above.
4. In my capacity as an authorized agent for or representative of the vendor above named, I was responsible for submitting a quote, bid, offer and/or proposal to IDEA Public Schools in response to a request (invitation) for quotes, bids and/or proposals, which said submittal resulted in a contract being awarded and/or purchase order being issued by IDEA Public Schools to the vendor above named.
5. As part of said submittal and in exchange for special consideration in the letting of a contract and/or issuance of a purchase order, I did not collude in any manner with anyone employed by IDEA, an agent of IDEA or a related party to IDEA (**former officer or director of IDEA**) or contracted by or otherwise associated with IDEA Public Schools.
6. Moreover, as part of said submittal and in furtherance of special consideration by IDEA Public Schools to award a contract and/or issue a purchase order to the vendor named above, I did not, either directly or indirectly, pay, give, or donate, or agree or promise to pay, give or donate, or authorize the payment, provision, or donation of money or other thing of value to anyone employed or contracted by or otherwise associated with IDEA Public Schools.
7. Furthermore, I have no direct knowledge nor am I or the above named vendor aware of anyone employed by or representing the vendor named above, in any capacity, to have, as part of said submittal and in furtherance of special consideration by IDEA Public Schools to award a contract and/or issue a purchase order to the vendor named above, either directly or indirectly, paid, given, or donated, or agreed or promised to pay, give or donate, or authorized the payment, provision, or donation of money or other thing of value to anyone employed or contracted by or otherwise associated with IDEA Public Schools.

8. Finally, I hereby represent that no part of the price set forth in any contract and/or purchase order issued by IDEA Public Schools to and received by the vendor named above was paid, or will be paid, to any person, corporation, firm, association, or other organization for soliciting the contract and/or purchase order, other than the payment of their normal compensation to persons employed by the vendor named above whose services in connection with the goods provided and/or services rendered were in the regular course of their duties for the vendor named above.

Based on my personal knowledge, I attest that the above statements are true and correct.

\_\_\_\_\_  
[NAME OF AFFIANT]

Subscribed and sworn to before me, the undersigned authority, on this the [Enter date.] day of [Enter month.], [Enter year.].

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF \_\_\_\_\_

My Commission Expires: [Enter Month Day, Year.].

(SEAL)

## Part IV - Terms & Conditions

### Standard Terms & Conditions

Procurement of these items shall be in accordance with the IDEA Public Schools procurement policies and standard terms as follows:

- **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
- **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 approved vendor list.
- **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 the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by IDEA's Board of Directors.
- **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor or between IDEA and the Vendor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by IDEA's Workers' Compensation Program.
- **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of IDEA (a public school) to enter into certain types of contracts, including, but not limited to, any 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. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates, and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to IDEA under applicable law.
- **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless IDEA, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind of any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of IDEA is not the cause of the loss, claim, damage expense or cost.
- **GRATUITIES:** IDEA may, by written notice to the Vendor, cancel any 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 the Vendor, or any agent or representative of the Vendor, to any officer or IDEA Public Schools 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 a contract 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 the Vendor in providing such gratuities.

- **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of IDEA. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- **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. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- **APPLICABLE LAW:** This contract shall be governed by the policies of the IDEA Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. IDEA Board Policies can be accessed by contacting IDEA.
- **ADVERTISING:** Vendor shall not advertise or publish, without IDEA’s prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
- **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo County, Texas.
- **FUND AVAILABILITY:** Any contract resulting from this solicitation 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.
- **TERMINATION:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of IDEA, for convenience.
- **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code § 231.006(d), regarding child support, the Vendor certifies that the Vendor is not ineligible to

receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and IDEA may be terminated and payment may be withheld if this certification is inaccurate.

- **SIGNATURE AUTHORITY:** By submitting the Response, Vendor represents and warrants that the individual submitting this document and the documents made part of the response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this response.
- **DEBARMENT AND SUSPENSION:** Neither the Vendor nor any of its officers, directors, owners, IDEA Public Schools members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement 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.
- **TERMS AND CONDITIONS ATTACHED TO RESPONSE:** Any terms and conditions attached to a response will not be considered unless specifically referred to in the response.

### General Terms and Conditions

Procurement of these items shall be in accordance with the IDEA Public Schools procurement policies and general terms as follows:

- IDEA Public Schools reserves the right to accept or reject any or all proposals received or to cancel or extend in part or its entirety, this Request for Proposal, make multiple or partial awards, or waive all formalities in the procurement process.
- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this RFP.
- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this RFP.
- Proposals received will become a part of the IDEA Public Schools' official files without further obligation to the respondents.
- The contents of a successful Proposal may become a contractual obligation if selected. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IDEA Public Schools reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this RFP.
- A response does not commit IDEA Public Schools to award an agreement or a contract; a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA Public Schools.
- IDEA Public Schools reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the respondent's

goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.

- Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA Public Schools, or to any consultant, employee, or member of IDEA Public Schools for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- No employee, officer or member of IDEA Public Schools shall participate in the selection, development of a response to this RFQ, award or administration of a contract supported by the RFQ if a conflict of interest, real or apparent, would be involved.
- Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA Public Schools policy regarding free and open competition and conflicts of interest.
- The District is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.