



Request for Proposals (RFP)
ACT Curriculum Development for High School Sophomores and Juniors
Pre-Service Training and In-Service Professional Development for Staff

#7-RFP-GNRL-2021 ACT Preparation Services

Closing Date:

5:00pm CST

June 30, 2021

IDEA Public Schools is seeking proposals from firms qualified and experienced in ACT test preparation to execute an objective-mastery curriculum embedded within test taking strategies, with a unique focus on high school sophomores and juniors. The firm will also provide training for staff members in accordance with the specifications and terms outlined 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 **Melissa Rosko, Federal Funds Grant Manager**, to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain applicable addenda. The e-mail subject line should read: **Questions - RFP – ACT Preparation Services**.

Contact:

Melissa Rosko

Federal Funds Grant Manager

melissa.rosko@ideapublicschools.org

737-465-1407

INDEX

PART I – GENERAL INFORMATION AND INSTRUCTIONS	3
1. Introduction and Purpose	3
2. Proposal Submissions	3
3. Required Forms (Certifications and Representations)	4
4. RFP Clarification	4
5. Proposer Responsibility	5
6. Completeness	5
7. False/Misleading Statements	5
8. Proposal Signatures	5
9. Selection of Vendors	5
10. Contract Period	5
11. Administrative Procedure for Bidder Complaints	5
PART II –SCOPE OF WORK AND EVALUATION CRITERIA	6
1. Scope of Service and Performance Requirements	6
2. ACT Curriculum Specifications	6
3. Professional Development Services Specifications	6
4. Program Evaluation Criteria	7
PART III – SUBMITTAL REQUIREMENTS	8
1. Proposal Response	8
2. Cost Summary	8
3. References	8
4. Required Forms	9
5. Additional Documentation	9
6. Competitive Selection and Proposal Evaluation	9
PART IV – GENERAL TERMS AND CONDITIONS	10
PART V – REQUIRED ATTACHMENTS	13

PART I – GENERAL INFORMATION AND OVERVIEW

1. Introduction and Purpose

IDEA Public Schools (herein after referred to as IDEA or the district) is seeking proposals from firms qualified and experienced in ACT test preparation. The district is interested in executing an objective-mastery curriculum embedded in test taking strategies, with a focus on high school sophomores and juniors. Curriculum will include all student-facing lesson materials, scripted teacher lesson guides, and additional resources to differentiate and supplement classroom instruction. The firm will also provide training for staff members, including but not limited to: Road to and Through College (RTTC) and/or ACT Prep Skills teachers. The training will include pre-service training and in-service professional development during the school year. In addition to formal training, the district is seeking in-field coaching and data analysis support. Support will be differentiated by school and based on need, as determined by the district.

IDEA is a public charter network that serves approximately 76,500 students across 119 high-performing campuses located throughout Texas and Louisiana with plans to open additional campuses in Florida and Ohio over the next several years. By 2022, IDEA will operate 173 schools in ten regions, educating 100,000 students on their road to and through college.

The mission of IDEA public schools is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. 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 IDEA graduated its first class of seniors in 2007, 100% of IDEA students have been accepted to a college or university every year for thirteen consecutive years. Thanks to 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.

2. Proposal Submissions

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that 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.

To be considered, the Proposal must be prepared according to the following specifications:

- a. Proposals should include the following information and content (explained in full on page 8):
 - i. Title Page
 - ii. Section I – Preface
 - iii. Section II – Summary of Experience
 - iv. Section III – Proposal Response to Scope of Service and Performance Requirements
 - v. Cost Summary
 - vi. References
 - vii. Required Forms
 - viii. Additional Documentation
- b. Proposals shall be submitted via the web-based software, Tyler Munis Self Service. A signed, submitted proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation. [Click here](#) to access the site in a web browser.
- c. To be eligible for consideration, electronically locked proposals should be received via [Tyler Munis](#) or by mail to the IDEA Public Schools Headquarters no later than **5:00 PM CST on June 30, 2021** along with the requisite signature pages and certification forms.

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.

- d. **Pre-Proposal Meeting:** Not applicable.
- e. **Proposal Guarantee:** Not applicable.
- f. IDEA reserves the right to reject any or all Proposals, award service contracts as may appear advantageous to the district, and 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. IDEA further reserves the right to tender its own contract for services.
- g. 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.
- h. 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.
- i. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., 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.”
- j. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- k. Any Proposals submitted in response to this RFP will be 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.
- l. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all 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.
- m. IDEA reserves the right to select any offer it deems the best value, regardless of price.
- n. 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 Melissa Rosko, Federal Funds Grant Manager, at melissa.rosko@ideapublicschools.org. The email subject line should read: **Questions - RFP – ACT Preparation Services**. Questions submitted by respondents and answers prepared by IDEA, along with Addenda to this RFP, if applicable, will be posted on the [Tyler Munis](#) Self Service website.

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 ACT Preparation 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. Term

The agreement resulting from this solicitation will be in effect for an initial term of one year (1) from the date of award or such date established by the agreement. The parties by mutual consent may renew the agreement for up to two (2) additional one (1) year periods. In addition, the district reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service.

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 – SCOPE OF WORK AND EVALUATION CRITERIA

Scope of Service and Performance Requirements

The following describes the service and performance requirements that the selected vendor will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points. The district will use the objective criteria specified within to review proposals and will potentially make multiple awards to acceptable program providers.

ACT Curriculum: Student-Facing Lesson Materials, Teacher Lesson Guides, Supplemental Resources

1. Provide an ACT curriculum and all corresponding instructional materials to every campus with 10th Grade and above, including:
 - a. Data driven recommended scope and sequence of objectives for both 10th and 11th Grade (subject to change based on gaps identified and progress made at each selected campus).
 - b. Clear alignment between the ACT College and Career Readiness Standards and the provided curriculum.
 - c. Lessons that are designed to increase students' ACT content-mastery.
 - d. Test-taking strategies that are embedded into content-based lessons.
 - e. All student-facing materials required to complete each classroom lesson, including but not limited to hard- and/or soft-copy student workbooks.
 - f. Scripted teacher lesson guides that include detailed instructions, exemplar responses with explanations, and pacing suggestions.
 - g. Exit Ticket assessments for each classroom lesson, including the option to administer online, receive results automatically, and store data.
 - h. Pre-Test to be administered at the beginning of instruction to precisely identify the needs of individual students and campuses.
 - i. Summative assessments to be given at the end of units/intervals throughout the school year, including the option to administer online, receive results automatically, and store data.
 - j. Student access to an online portal that tracks data over time and provides a detailed breakdown of assessment results that illustrate student mastery and areas for growth.
 - k. Teacher access to an online portal that tracks results over time and provides detailed data reports that break down student, class period, and grade level scores to illustrate individual and group mastery.
 - l. Additional resources to be used for differentiated instruction based on student data.
 - m. Supplemental resources for students to use for on-demand review.

Professional Development Services: Pre-Service, In-Service and In-Field Coaching

2. Provide program guidance to select campuses with 10th Grade and above, including:
 - a. Pre-service training for teachers and college counselors from select campuses who teach RTTC II, RTTC III, or ACT Prep Skills courses.
 - b. At least 3 in-service training days to develop teacher- and counselor-capacity in instructional best practices and data-driven decision making.
 - c. Campus-based in-field coaching to develop teacher- and counselor-capacity in instructional best practices and data-driven decision making (number of days and dates to be determined by district based on campus needs).
 - d. Pre-service training for campus leaders including an overview of the curriculum, critical components of implementation, best practices for coaching teachers, and data-driven decision making.
 - e. Campus-based in-field coaching to build leader-capacity to develop teachers and counselors in instructional best practices, and data-driven decision making (number of days and dates to be determined by district based on campus needs).

- f. Campus-based in-field coaching to develop leader-capacity in data-driven decision making (number of days and dates to be determined by district)
 - g. Pre-service training for district leaders including an overview of the curriculum, critical components of implementation, best practices for coaching leaders around data-driven decision making.
 - h. In-service as needed for teachers and college counselors who missed pre-service training or are hired after the first day of school.
3. The vendor shall provide a training sequence for teachers and college counselors with descriptions, session objectives, and suggested pre-requisites. (Attendees will be determined by the district).
 4. The schedule for in-field coaching site visits will be driven by district needs. For in-field coaching site visits, the district will request a specific number of days per selected campus and identify target and blackout dates for schools. This information will be provided to the vendor as soon as the contract is awarded, and the vendor will be expected to respond with site visit schedules within 10 days of receiving the information.
 5. Professional development services shall include any teacher or college counselor who is the teacher of record for RTTC II, RTTC III, and ACT Prep Skills courses (and any other teaching position title designated by the district).
 6. Professional development services for leaders shall include district personnel, principals, Directors of College Counseling and individuals assigned to coach staff members who will be teaching the new ACT curriculum.
 7. All travel and fees for trainers and in-field coaches contracted by the vendor to serve IDEA Public Schools will be paid by the vendor. The district will not cover travel expenses or consultant fees billed separately.

Please Note: *In the event that site visits and/or training sessions are scheduled within the scope of the COVID-19 pandemic, sessions will occur virtually, in accordance with guidelines distributed by the Center for Disease Control (CDC).*

Program Evaluation

Program evaluation will be based on four inputs: compliance, student achievement, leader and teacher satisfaction and business partnership. Data will be collected quarterly and reviewed.

1. Compliance: The degree to which the vendor completes services as contracted will be evaluated quarterly. The vendor will provide this report to the district.
2. Student Achievement: Increases Year 1 results for every 2021-2022 IDEA Sophomore and Junior. The district will collect this data and provide to the vendor with consideration for growth and the degree of support provided at a given campus.
3. Leader & Teacher Satisfaction: The district will solicit input from school leaders and teachers on a quarterly basis regarding the quality of curricular materials and the degree to which their capacity to execute ACT instruction is being developed by the service provider through training and in-field coaching. The district expects at least 80% of leaders to respond with a 4 or higher on a 5-point scale.
4. Business Partnership: Positive and transparent business partnerships are critical components of the culture of our organization and to the integration of an external support person into the school. As such, IDEA will hold regular documented business partnership meetings with support personnel.

PART III – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposal Response

Proposals may be submitted using the [Tyler Munis](#) Self Service site, or by sending a hard copy to:

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

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
2. Five (5) clearly identified PAPER COPIES of the proposal.
3. Five (5) copies of the proposal on FLASH DRIVES, marked with your firm's name.

Note: FAX or e-mail proposals will not be accepted.

The vendor's proposal itself shall be organized in the following order, with each section clearly indexed:

- a. Section I – Preface: The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. Please include business name, address, point of contact and contact information.
- b. Section II – Summary of Experience: This section shall contain the full name and address of the firm submitting the proposal and a brief summary of the firm's corporate experience and individual experience for personnel who will provide this product or service.
- c. Section III – Proposal Response to Scope of Service and Performance Requirements: The Proposer shall provide a description of services and capabilities as outlined in the Scope of Service and Performance Requirements section of this RFP. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal. The response shall be clear and succinct. If any service or requirement cannot be performed, the Proposer shall state 'not applicable' or 'unable to perform'.

Cost Summary

Ancillary to the proposal, the Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services required herein. Proposer 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 the Proposer does not expect for IDEA to incur any costs, the Proposer shall state 'No costs to IDEA.'

References

The Proposer shall submit a minimum of four (4) verifiable references. It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible. 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

Required Forms (Certifications and Representations)

Vendor shall execute the following required forms (located at the end of this solicitation) and return the signed originals with the proposal:

- Offer Certification
- Notification of Criminal History of Vendor
- Debarment, Suspension and Ineligibility Certification
- CTPA Adoption Clause
- Interlocal Cooperative Agreement Clause
- W-9 G

Additional Documentation

Additional pages may be included within the Proposal response but must be included within the bound copy of the Proposal response and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. The District reserves the right to tender its own contract.

Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying IDEA's requirements, price, and other factors. If 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, including but not limited to:

- Purchase price
- The reputation of the vendor and of the vendor's goods and services
- The quality of the vendor's goods and services
- The extent to which the vendor's goods and services meet the needs of the district
- Vendor's past relationship, if any, with IDEA or other charter schools
- Long term cost to the district
- Vendor's principal place of business
- Any other relevant factor listed in the RFP

The district will also evaluate each Contractor's category proposal(s) in the areas of the proposed plan, experience/service capabilities, and 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 to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.

30 Points	Significant experience in content- and mastery-driven ACT preparation
30 Points	The quality and comprehensiveness of the ACT curriculum and instructional materials designed to address the Scope of Service
15 Points	The alignment of the proposed pre- and in-service professional development with the stakeholder capacity-building objectives as requested in the Scope of Service
15 Points	The flexibility of the Proposer to provide the differentiated campus-based in-field coaching services described in the Scope of Service
10 Points	An articulated commitment to achieving desired results and teacher/leader satisfaction

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:** 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 etc., 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, amending, or 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 other rights and remedies, to recover or withhold the amount of costs 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 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 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.
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 ATTACHMENTS

The attachments listed in the corresponding Vendor Packet are required and should be included with the Proposal. All forms requiring signature must be signed as indicated.

1. **Attachment A** – Vendor Maintenance File
2. **Attachment B** – ACH Vendor Payment Enrollment Form
3. **Attachment C** – W-9 Taxpayer Identification Form
4. **Attachment D** – Conflict of Interest Questionnaire
5. **Attachment E** – Model SB9 Contractor Certification
6. **Attachment F** – Criminal History Review of Contractor Employees