



Request for Proposals (RFP)
Direct Instruction in Reading Mastery and Corrective Reading Curriculum
Grades Pre-K-2

#6-RFP-GNRL-2021 DI Reading Mastery & Corrective Reading
Closing Date:
5:00pm CST
June 30, 2021

IDEA Public Schools is seeking proposals from firms qualified and experienced in Direct Instruction for Reading Mastery and Corrective Reading Curriculum (grades Pre-K-2) to develop and deliver training to Pre-K-2 classroom teachers, co-teachers, resident teachers, and school leaders 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 – DI Reading Mastery & Corrective Reading**.

Contact:
Melissa Rosko
Federal Funds Grant Manager
melissa.rosko@ideapublicschools.org
737-465-1407

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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 Direct Instruction (DI) (Reading Mastery and Corrective Reading) Curriculum for grades Pre-K-2 to develop and deliver training to Pre-K-2 classroom teachers, co-teachers, resident teachers, and school leaders. The training will include pre-service training and advanced training, including Trainer-of-Trainers. In addition to training, the district is seeking in-field coaching and data analysis support. The support will be differentiated by school based on campus 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
- 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 – DI Reading Mastery & Corrective Reading**. 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 Direct Instruction in Reading Mastery and Corrective Reading 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

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.

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

1. Provide program guidance to select Founding (new) campuses in grades Pre-K, K, 1, or 2. Select Founding schools will receive 24 in-field coaching site visits per year (c & d combined), approximately 12 per semester. Additional support will include:
 - a. Pre-service training for new teachers in selected DI programs for Pre-K-2
 - b. Pre-service and in-service training for new leaders including an overview of the curriculum, critical components of implementation, best practices for coaching teachers and data-driven decision making
 - c. In-field leader capacity coaching to develop teachers in instructional best practices
 - d. In-field coaching to develop leader-capacity in data-driven decision making (number of days and dates to be determined by district)
 - e. In-service for the development of teacher leaders/coaches and Trainer of Trainers for both teachers and leaders to increase district capacity (teacher and leader selection will be determined by the district)
 - f. In-service as needed (to be specified in contract) for teachers and co-teachers who missed pre-service training
2. Provide program guidance to select campuses in grades Pre-K, K, 1, or 2. The type and amount of guidance shall be determined by the district (specific requirements will be provided to the vendor for each school in the contract) and may include a combination of the following:
 - a. Pre-service training for new teachers in all DI programs to be implemented on campus
 - b. Pre-service and in-service training for new leaders including an overview of the curriculum, critical components of implementation, best practices for coaching teachers and data-driven decision making
 - c. In-field coaching to develop leader-capacity to develop teachers (number of days and dates to be determined by district)
 - d. In-field coaching to develop leader-capacity in data-driven decision making (number of days and dates to be determined by district)
 - e. In-service for the development of teacher leaders/coaches and Trainer of Trainers for both teachers and leaders to increase district capacity (teacher and leader selection will be determined by the district)
 - f. In-service as needed (to be specified in contract) for teachers and co-teachers who missed pre-service training
3. The vendor shall provide a training sequence for leaders and teachers with descriptions, session objectives, and suggested pre-requisites. (Attendees will be determined by the district) The district shall then create the scope and sequence of training for each region. Training sessions and dates will be provided to the vendor 3-6 months in advance, with the exception of in-service for mid-year hires.
4. For mid-year hires, the district will contract (as needed) for a specific number of days in each region with dates to be determined at least two weeks in advance. In-field coaching visits may also be re-purposed for teacher training at the discretion of the Principal.

5. 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 identified 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.
6. The district shall determine who is eligible for advanced professional development based on experience, record of results and prior training.
7. Professional development services for teachers shall include co-teachers and resident teachers (and any other teaching position title designated by the district).
8. Professional development services for leaders shall include district personnel assigned to coach or manage teachers and leaders and/or designated as attendees by the district.
9. Because of our rapid expansion, the district seeks to increase its capacity to implement Direct Instruction with district personnel as trainers and coaches. Therefore, the proposal should specifically address IDEA leader and teacher trainer-of-trainers modules in the building block components of program implementation.
10. All trainer-of-trainer modules will become the intellectual property of the district and may be offered at any time and modified to meet the training needs of IDEA Public Schools.
11. All travel and fees for trainers or in-field coaches contracted by the vendor to serve IDEA will be paid by the vendor. IDEA will not cover travel expenses or consultant fees billed separately.

***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 Criteria

Program evaluation will be based on four inputs: compliance, student achievement, leader 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:** Founding Schools are expected to reach 80% of Pre-K-2nd grade students on grade level in reading by the end of the year; existing schools are expected to reach 90% of Pre-K-2nd grade students on grade level in reading by the end of the year. 90% of all students who begin the year on grade level should remain on or above level throughout the year. Student achievement measures may be adjusted once the district finalizes annual goals in July. The district will collect this data and provide to the vendor with consideration for the degree of support provided at a given campus.
3. **Leader Satisfaction:** The district will solicit quarterly input from school leaders regarding the degree to which their capacity to lead instruction is being developed by the service provider through training and in-field coaching. The district expects 90% of leaders to respond with a 4 or higher on a 5-point system.
4. **Business Partnership:** IDEA Public Schools has robust systems for leader development which operates outside the scope of this proposal. 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, all IDEA campus lead teams will hold documented business partnership meetings with any site support persons during their initial visit to the school. The district will review these visit minutes quarterly and will measure the degree to which the Partner is meeting expectations.

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 original 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

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 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:

- 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 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. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.

30 Points	The adequacy, completeness of the plan offered addressing the Scope of Service
30 Points	The flexibility of the Contractor to provide the differentiated on-site services described in the Scope of Service
40 Points	The alignment of vendor proposal with the IDEA Public Schools capacity-building objectives demonstrated through provision of advanced and trainer of trainer content as requested by the district and an articulated commitment to leader satisfaction and business partnership

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 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** – 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