



Request for Proposals (RFP)

for

Adaptive Literacy and Math Software

RFP #3-RFP-SPED-2021

Proposals will be accepted on or before June 23, 2021, at 5:00 pm CST.
Proposals received later than the date and time designated may not be considered.

Closing Date:
5:00pm CST
June 23, 2021

IDEA Public Schools and affiliated entities (IDEA) is accepting proposals for companies that can provide effective adaptive literacy and math software in accordance with the instructions, specifications, and terms and condition contained in this Solicitation.

IDEA 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 Tricia Lopez, Vice President of Special Programs, at tricia.lopez@ideapublicschools.org to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. In the e-mail subject line, please type:**
Questions - RFP- ADAPTIVE LITERACY AND MATH SOFTWARE

Contact:

Tricia Lopez
Vice President of Special Programs
956-330-1612
tricia.lopez@ideapublicschools.org

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. Introduction and Purpose

IDEA 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 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 PreK-12 campus.

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

The purpose of this Request for Proposal ("RFP") is to solicit proposals from eligible vendors for adaptive literacy and math software programming at IDEA locations throughout the district's seven Texas regions (Rio Grande Valley, San Antonio, Austin, El Paso, Tarrant County, Houston, and Permian Basin) as well as for Southern Louisiana (Baton Rouge and New Orleans) and Tampa Bay, Florida for the 2021-22 school year. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure, and criteria by which a bidder may be selected, and the contractual terms by which IDEA intends to govern the relationship between itself and the selected vendor(s).

2. Proposal Submissions

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

- a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
- b. **Proposal Format and Content:** Proposals should include the following information and content:
 - i. Title Page
 - ii. Table of Contents
 - iii. Business Identification
 - iv. Additional Requirements
 - v. Compliance with Specifications
 - vi. Past Performance / Demonstrated Effectiveness
 - vii. Cost
- c. Proposals shall be submitted via the web-based software, Munis Self Service. Type **selfservicetx.ideapublicschools.org/MSS/Vendors/VBids/BidNotificationLandingPage.aspx** in an Internet browser to access the software. You will be taken to a login page, if you have submitted a bid before with IDEA, please use your existing login information or use Forgot password or Forgot username to access your login information. If this is your first time submitting a bid for IDEA, please click on Register for a new account. A signed, submitted proposal constitutes an offer to

perform work and/or deliver the products specified in the proposal solicitation. **NOTE: Faxed or Emailed proposals will not be accepted.**

- d. To be eligible for consideration, electronically locked proposals will be accepted via the internet at selfservicetx.ideapublicschools.org/MSS/Vendors/VBids/BidNotificationLandingPage.aspx no later than **5:00 PM CST on June 23, 2021** (Proposal Submission Deadline) along with the required original signature pages and required forms.
- e. All proposals must be received by the deadline. **Proposals submitted after the deadline time and date will NOT be accepted.**
- f. **Pre-Proposal Meeting:** Not applicable.
- g. **Proposal Guarantee:** Not applicable.
- h. IDEA reserves the right to reject any and/or all Proposals, to award service contracts as may appear advantageous to IDEA, and to waive all technicalities and formalities in the procurement process, to extend the deadline to submit a proposal, or to amend or cancel this solicitation in part or in its entirety. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party; however, IDEA reserves the right to tender its own contract for services.
- i. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
- j. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.
- k. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state "No costs to IDEA."
- l. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost figures. Any taxes included in cost figures will not be included in the tabulation of any awards.
- m. Any Proposals submitted in response to this RFP will become irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.
- n. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.
- o. IDEA reserves the right to select any offer it deems the best value, regardless of price.

p. IDEA may accept multiple offers for the same services.

3. Required Forms (Certifications and Representations)

Vendor shall execute the required forms included with this RFP.

4. RFP Clarification

Questions must be submitted via email to Tricia Lopez, Vice President of Special Programs, at tricia.lopez@ideapublicschools.org. In the email subject line, type: **Questions – RFP: ADAPTIVE LITERACY AND MATH SOFTWARE**

Questions submitted by potential respondents and the answers prepared by IDEA, along with Addenda to this RFP, if applicable, will be posted on the Munis Self Service website: selfservicetx.ideapublicschools.org/MSS/Vendors/VBids/BidNotificationLandingPage.aspx.

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

5. Proposer Responsibility

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

6. Completeness

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

7. False/Misleading Statements

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

8. Proposal Signature

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

9. Selection of Vendor(s)

IDEA may award this RFP to multiple Vendors or to the Vendor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of proposals. Thus, the result will not be determined

by price alone but upon the applicable criteria as listed under EVALUATION CRITERIA.

A contract or letter of agreement for Literacy and Math software may be executed for each entity listed in this solicitation with successful vendors as a result of this process, and the successful vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

10. Contract Period

Proposals should be made for a one-year contract beginning July 1, 2021 and concluding on June 30, 2022. Additionally, IDEA reserves the right to extend any resulting service contract for an additional 60 days beyond the final expiration date if necessary to ensure no lapse in services. The parties, by mutual consent, may also renew any resulting service agreement for up to four additional one-year periods, subject to the same terms, conditions, favorable prices, and mutual agreement between Vendor and IDEA. **IDEA is not obligated to renew any service agreement for additional terms beyond the base service year.**

11. Administrative Procedure for Bidder Complaints

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

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

PART II: SPECIFICATIONS AND SCOPE OF WORK

1. Overview

IDEA is requesting the following in regard to Adaptive Literacy and Math Software in the following states and regions:

TEXAS: Rio Grande Valley, San Antonio, Austin, El Paso, Houston, Permian Basin (Travis), Tarrant County, Midland, and Odessa.

LOUISIANA: Baton Rouge and New Orleans

FLORIDA: Tampa Bay and Jacksonville

- Computer based adaptive literacy software with proven results for student achievement.
- Computer based adaptive math software with proven results for student achievement.
- Software programming that provides support in multiple languages for support of language acquisition.
- Software programming that can be integrated into Clever system.
- Software programming company that can provide consistent usage and student progress data.
- Software programming company that can provide high quality professional development for IDEA stakeholders.
- Software programming company that can provide state standards aligned resources in our 3 current states (TX, LA, FL) and ability to do the same in future states (OH, AR)
- Software programming company that has the ability to work with IDEA data team to correlate their program data with IDEA and state standard data.
- Software programming company that can provide high level customer service to all IDEA stakeholders.

- Software programming company that has the ability to execute multiple contracts and provide invoices related to each contracted entity.

Vendor(s) should be prepared to contract with and bill each of the following entities in which services are intended to be provided:

- IDEA Public Schools
- IDEA Louisiana
- IDEA New Orleans
- IDEA Florida Inc.

PART III: EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. General Considerations

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

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

2. Evaluation Criteria

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

- Ability to meet specifications.
- The total cost of the goods and/or services, including total long-term cost to IDEA to acquire the vendor's goods and/or services.
- Responsiveness to RFP terms and conditions.
- References.
- Experience.
- Personnel qualifications.
- Vendor's past relationship, if any, with IDEA or other charter schools.
- Use of products that protect the environment and human health, if applicable.
- The reputation of the vendor and of the vendor's goods and services.
- The quality of the vendor's goods or services.
- The impact on the ability of IDEA to comply with laws and rules relating to historically underutilized businesses.
- Vendor's service and delivery capabilities.
- Ability to provide the service across all current and future IDEA regions.
- Vendor's alignment to the unique state requirements for literacy and mathematics.
- Any other relevant factor specifically listed in the RFP.

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

10 Points	The adequacy, completeness of the plan offered addressing the Scope of Service
25 Points	Ability for the software to be effectively integrated into IDEAs Clever system
30 Points	Research/data on the impact that the software has on student achievement
20 Points	Ability to be able to provide state aligned resources and progress data toward state assessment achievement
15 points	Ability to provide on demand virtual/live professional development and support
100 Total Allowable Points	

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

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

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

PART IV: GENERAL TERMS AND CONDITIONS

1. **Proposal Submission:** Proposals must be submitted using this RFP only, and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. **NOTE: Faxed or 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 contracts as may appear advantageous to IDEA, and to waive all formalities in the procurement process.

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

5. **Applicability:** These conditions are applicable and form a part of the contract documents in each supply

and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.

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

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

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

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

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

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

12. **Payment Terms:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice IDEA neither more nor less frequently than once per month. Vendor must have the ability to execute multiple contracts and provide invoices related to each contracted entity.

13. **Independent Contractor:** The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer or employee between IDEA and Vendor or between IDEA and Vendor's employees. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with IDEA. Vendor is not to be considered an agent or employee of IDEA and is not entitled to participate in any pension plans, bonus, or similar benefits that IDEA provides to its employees. IDEA and Vendor agree that Vendor and/or its employees are not covered under any IDEA insurance policy, including but not limited to IDEA's liability, property and casualty, or workers' compensation insurance policies. IDEA shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Debarment and Suspension: Neither Vendor nor any of its officer, directors, owners, members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

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

PART V: REQUIRED FORMS

The attachments listed below are required and should be included with the Proposal. **ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

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

Attachment A – Title Page

PROGRAM DEPARTMENT

A Proposal Submitted in Response to

IDEA

Request for Proposals #3-RFP-SPED-2021

Submitted By:

(Full Legal Name of Vendor)

On:

(Date of Submission)

Attachment B – Vendor Information

Enter Vendor's name and address below.

1. Vendor Name: _____

2. Street Address: _____

3. City, State, and Zip Code: _____

4. Federal ID# or Social Security Number: _____

Additional Requirements:

Proposal must include name and Social Security Number of each person with at least 25% ownership of Vendor.

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Attachment C – Vendor Certification

I, the undersigned, submit this Proposal and have read the specifications, which are a part of this RFP. My signature also certifies that I am authorized to submit this Proposal, sign as a representative for Vendor, and carry out services solicited in this RFP.

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Vendor Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address (if applicable): _____

Web Site Address (if applicable): _____

Attachment D – Proof of Insurance or Bonding

Please provide proof of insurance or bonding.

Attachment E – Certification Regarding Drug-Free Workplace

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of Vendor's policy statement.
- Notifying the employees through Vendor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying IDEA within ten (10) days of Vendor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment F – IDEA Conflict of Interest Form

By signature of this Proposal, Vendor covenants and affirms that:

- No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor is married to a member of the IDEA Board of Directors, IDEA's Chief Executive officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA owns or controls more than 10% in Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA and shall further be liable for any costs incurred or damages sustained by IDEA relating to that contract.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment G – Conflict of Interest Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-top: 40px;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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.

Attachment H – Equal Opportunity and Nondiscrimination

Vendor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Vendor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment I – Bidder Certification Form

BIDDER CERTIFICATIONS FORM (Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation.

Initial where applicable.

- ☐ A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ B. My company is not owned nor operated by anyone who has been convicted of a felony.
- ☐ C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- ☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information 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; or (c) an equivalent offense under federal law or the laws of another state.
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Lists of Parties Excluded from Federal Procurement or Non Procurement Program

By signing below, the Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts and are not identified in the "Lists of Parties Excluded from Federal Procurement or Non Procurement Program" issued by the General Services Administration, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404. For additional information refer to <http://www.epls.gov/>.

I, the undersigned authorized agent for the company named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation and the 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404 in relation to the Lists of Parties Excluded from Federal Procurement or Non Procurement Program.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

Attachment J – Certification Regarding Lobbying

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment K – Debarment or Suspension Certificate

IDEA is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Vendor must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Vendor certifies that no suspension or debarment is in place, which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment L – Contract Provisions for Contracts Involving Federal Funds

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by THE SCHOOL including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter districts must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement.* If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. *Energy Efficiency Standards and Policies.* Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. *Debarment and Suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying.* Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
11. *Procurement of Recovered Materials.* The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Attachment M – Criminal History Certification

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 serving at a public school. Contractors must certify to the school 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 a 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.

Any contractor interested in participating in IDEA's bid and vendor services process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for IDEA contracts.

Please complete the information below:

I, the undersigned agent for Vendor, certify that [check one]:

☐ None of the employees of Vendor and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of the employees of Vendor and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Vendor 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 Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
3. Upon request, Vendor 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, Vendor 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 understand that non-compliance with this certification by Vendor may be grounds for contract termination and/or barring disqualified persons from performing the work.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

END OF IDEA RFP
PACKAGE FOR PROGRAM DEPARTMENT