



Request for Proposals For

Leader Curriculum Development

#10-RFP-GNRL-2021

Closing Date:

3:00PM CST

June 23 2021

IDEA Public Schools is accepting proposals to provide Leader Curriculum Development for IDEA Permian Basin in accordance with the instructions, specifications, and terms and condition contained in this Solicitation.

IDEA Public Schools reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments if any, will be made by issuing an addendum. Every effort will be made to send addenda issues to parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to the contact IDEA to determine if addenda were issues and, if so, to obtain such addenda for attachment to the Proposal. Please contact Bethany Solis, Executive Director, IDEA Permian Basin at bethany.solis@ideapublicschools.org & Liz Stowers, Executive Assistant at liz.stowers@ideapublicschools.org to submit questions or comments concerning this solicitation, or to determine if addenda were issues and, if so, to obtain such addenda for attachment to the Proposal. In the e-mail subject type:

Questions – RFP - Leader Curriculum Development

Contacts:

Liz Stowers
Executive Assistant
432-230-6990
Liz.stowers@ideapublicschools.org

Bethany Solis
Executive Director
956-373-3259
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Part I- General Information and Instructions

General Information

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

Purpose

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

Part II – Scope of Work

Scope of Services

Leader Curriculum Development

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

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 one 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.

Upon mutual agreement of both parties, services beyond Year One would include but not be limited to the following.

1. On-site observation and feedback
2. Professional development

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

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

- On-site consulting services to achieve the following Desired Outcomes:
 1. Strong implementation of IDEA's curriculum model with measurable impact on student learning,

2. Significant growth in school leader and regional leader content knowledge and curriculum-specific pedagogy
 - Minimum one summer planning day for regional and school leaders
 - Minimum 40 on-site visit days for classroom observation and feedback on curriculum implementation, student achievement data analysis, regional and school leader coaching & development (from August 9, 2021 – May 20, 2022)
 - Primary focus on Math & ELA curriculum implementation, Secondary focus on Science and Social Studies curriculum implementation
 - On-site days shared across two sites in Midland/Odessa (IDEA Yukon, IDEA Travis); allocation of days to be decided after contract finalized
 - IDEA Yukon (Odessa) | Grades served in 21-22: K – 2, 6
 - IDEA Travis (Midland) | Grades served in 21-22: PK – 5, 6 – 7
 - Experience coaching school-level implementation of IDEA’s curriculum materials strongly preferred:
 - Eureka Math
 - Wit and Wisdom (ELA)
 - Amplify Science
 - Insight Humanities
 - Travel costs.
 - References from 3 school districts; do not include any IDEA staff as references.

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

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

Clarifying questions on scope of work:

1. What components of curriculum implementation are you envisioning the vendor will perform?
 - a. Observe instruction and provide feedback to leaders on effectiveness. At times we will need design and training led by the vendor to improve curriculum effectiveness for teacher and leaders.
2. Will services include addressing curriculum instructional practices and assessments?
 - a. Yes, for instructional practices. For assessments it will not be in the design of assessments, but we would hope all services are grounded in assessment data.
3. Will this entail a curriculum audit and if so, what components of an audit are you anticipating the vendor performing?
 - a. No, it will not.
4. What student achievement data would you like to see analyzed?
 - a. Weekly assessment data and quarterly assesment data as needed.

Part III - Submittal Requirements and Evaluation Criteria

Proposal Response

1. All bid packages must be clearly marked with the respondents' name and address (**it is very important to include the RFP#**). Bid packages must be delivered to and received, via mail or dropped off in-person, prior to the deadline of 3:00 PM CST on Wednesday, June 23, 2021.

Bethany Solis, Executive Director

IDEA Public Schools

223 W. Wall St. Ste 209

Midland, TX 79701

432-230-6990

Attn: RFP #10-RFP-GNRL-2021

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

- One (1) clearly identified hard copy ORIGINAL of the Proposal response.
- Five (5) clearly identified PAPER COPIES of the Proposal

2. All proposals must be received by the deadline. **Proposals submitted after the closing date and time will NOT be accepted. Fax or email proposals will NOT be accepted.**

References

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

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

Required Supplemental Documents

- Required Vendor Forms (see page 7)

Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, award will not necessarily be made to the offer or submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying IDEA's requirements, price and other factors considered. In the event that one vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified vendors.

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

- Ability to meet specifications.
- Pricing.
- Responsiveness to RFP terms and conditions.
- References.
- Experience.
- Personnel qualifications.
- Vendor's past relationship, if any, with IDEA or other charter schools.
- The reputation of the vendor and of the vendor's goods and services.
- The quality of the vendor's goods or services.
- The impact on the ability of IDEA to comply with laws and rules relating to historically underutilized businesses.
- Any other relevant factor specifically listed in the RFP.

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

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

Required Supplemental Documents

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
14. Attachment N – Affidavit affirming Proper Conduct & No Conflicts of Interest

Attachment A – Title Page

Leader Curriculum Development

A Proposal Submitted in Response to

IDEA Public Schools

Request for Proposals #10-RFP-GNRL-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 Public Schools, 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 Public Schools 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 Public Schools' Board of Directors or an employee of IDEA Public Schools.
- No manager or paid consultant of Vendor is married to a member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive officer, or an employee of IDEA.
- No member of the IDEA Public Schools' 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 Public Schools' 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 Public Schools' 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 Public Schools and shall immediately refund to IDEA any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by IDEA Public Schools 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>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="border: 1px solid black; padding: 10px; text-align: center; margin-top: 10px;"> _____ Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div> <div style="padding: 20px; margin-top: 20px;"> <p>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>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> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 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). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div>		
<div style="border: 1px solid black; padding: 2px;"> _____ Signature of vendor doing business with the governmental entity </div>		<div style="border: 1px solid black; padding: 2px;"> _____ Date </div>

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 of 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 Public Schools 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 Public Schools 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 Public Schools 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 Public Schools 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 Public Schools (“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

Dear Vendor

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

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

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

IDEA Public Schools Headquarters

Attn: Ashley Westbrook, Managing Director of Procurement

#10-RFP-GNRL-2021 Leader Curriculum Development

2115 W Pike Boulevard

Weslaco, Texas 78596

Should you have any questions, please contact Ashley Westbrook, Managing Director of Procurement ashley.westbrook@ideapublicschools.org, for clarification.

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

Best,

Ashley Westbrook

/s/

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

STATE OF _____

COUNTY OF _____

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

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

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

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

[NAME OF AFFIANT]

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

 NOTARY PUBLIC IN AND FOR THE
 STATE OF _____

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

(SEAL)

Part IV - Terms & Conditions

Standard Terms & Conditions

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

- **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
- **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
- **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by IDEA's Board of Directors.
- **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor or between IDEA and the Vendor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by IDEA's Workers' Compensation Program.
- **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of IDEA (a public school) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on IDEA's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on IDEA except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates, and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to IDEA under applicable law.
- **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless IDEA, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind of any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of IDEA is not the cause of the loss, claim, damage expense or cost.
- **GRATUITIES:** IDEA may, by written notice to the Vendor, cancel any agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or

otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or IDEA Public Schools employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event a contract is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

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

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

- **SIGNATURE AUTHORITY:** By submitting the Response, Vendor represents and warrants that the individual submitting this document and the documents made part of the response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this response.
- **DEBARMENT AND SUSPENSION:** Neither the Vendor nor any of its officers, directors, owners, IDEA Public Schools members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- **TERMS AND CONDITIONS ATTACHED TO RESPONSE:** Any terms and conditions attached to a response will not be considered unless specifically referred to in the response.

General Terms and Conditions

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

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

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

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