



## **Request for Proposals (RFP)**

### **#3-RFP-GNRL-2022 FAMILY ENGAGEMENT WORKSHOPS**

**Closing Date:**  
**3:00 PM CST**  
**Friday, September 17, 2021**

IDEA Public Schools and affiliated entities (IDEA) is accepting proposals from companies that can provide Family Engagement Workshops focused on social emotional learning and College Access in accordance with instructions, specifications, terms and conditions 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 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 **Daniel Garza, Director of Procurement** at **[Daniel.Garza@ideapublicschools.org](mailto:Daniel.Garza@ideapublicschools.org)**, to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain applicable addenda. The e-mail subject line should read: **Questions - RFP –Family Engagement Workshops**.

**Contact:**  
Daniel Garza  
Director of Procurement  
[daniel.garza@ideapublicschools.org](mailto:daniel.garza@ideapublicschools.org)  
210-400-3933

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## **PART I – GENERAL INFORMATION AND INSTRUCTIONS**

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### **1. Introduction and Purpose**

IDEA Public Schools prepares students from underserved communities for success in college and citizenship. 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.

The mission of IDEA Public Schools is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since our first graduating class in 2007, 100% of our seniors have been accepted and matriculated to a college or university every year for fourteen consecutive years. Thanks to a rigorous path to college that begins in Pre-K, IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

### **2. Purpose of RFP**

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from eligible vendors for Family Engagement Workshops at IDEA locations throughout IDEA's Texas regions (Rio Grande Valley, San Antonio, Austin, El Paso) 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 Respondent may be selected, and the contractual terms which IDEA intends to govern the relationship between itself and the selected vendor(s).

Note: If one (1) vendor is awarded, separate contracts will be created for all IDEA Regions with the awarded vendor.

IDEA Public Schools (herein after referred to as IDEA or the organization) is seeking proposals from firms qualified and experienced in family engagement centered on social and emotional learning and college access. IDEA Public Schools C3: Character, College, Culture program, funding by an Education Innovation and Research grant, centers around the pillars of helping students build agency, including goal setting and self-advocacy, building resilience, such as developing emotional regulation and a growth mindset, and encouraging exploration, to grow awareness of themselves and the opportunities available to them. The next phase of this work to build a college-going identity and strengthen Social and Emotional skills will be to incorporate families more deeply into the supports and learning structures of IDEA students.

IDEA is seeking a partner to build a family college access and social emotional curricula. The work will begin with a needs assessment to develop the strongest possible scope and sequence of learning to build. The work will include a High School parent curricula and developing trainings and trainers to deliver them to families. There is the possibility to extend the work to middle school in a second year.

The mission of IDEA public schools is *College for All*. For the past fifteen years, 100% of IDEA graduates have been accepted to college, with 99.98% of alumni successfully matriculating to college immediately after high school. We offer a rigorous path to college that begins in Pre-K. IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students. Our high schools are ranked among the top in the nation by US News & World Report and The Washington Post.

### **3. Proposal Submissions:**

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP. Emphasis should be concentrated on Family Engagement Workshops.

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

- a. Proposals should include the following information and content.
  - Title Page
  - Section I – Preface
  - Section II – Summary of Experience
  - Section III – Proposal Response to Scope of Service and Performance Requirements
  - Cost Summary
  - References
  - Required Forms
  - Additional Documentation
- b. Proposals shall be submitted via the web-based software, Tyler Munis Self Service. A signed, submitted proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation.
- c. To be eligible for consideration, electronically locked proposals should be received via [Tyler Munis](#) or by mail to the IDEA Public Schools Headquarters no later than **3:00 PM CST on September 17, 2021** along with the requisite signature pages and certification forms.

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

Hardcopy proposals shall be mailed to the following on or before the due date and time:

**IDEA Public Schools  
Attn. Purchasing Department  
2115 West Pike Blvd  
Weslaco, TX 78596  
#3-RFP-GNRL-2021 Family Engagement Workshop**

NOTE: Late Proposals will not be considered and will be returned unopened.

- d. **Proposal Guarantee:** Proposals shall be honored for 120 days after due date.
- e. IDEA reserves the right to reject any or all Proposals, award service contracts as may appear advantageous to IDEA and waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party. IDEA further reserves the right to tender its own contract for services.
- f. 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.
- g. 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.
- h. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state “No costs to IDEA.”
- i. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- j. Any Proposals submitted in response to this RFP will be irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.
- k. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.
- l. IDEA reserves the right to select any offer it deems the best value, regardless of price.
- m. IDEA may accept multiple offers for the same services.

#### **RFP Timeline**

RFP Issue Date:	August 27, 2021
Respondent Question Cut-Off Date:	September 10, 2021 by 3:00PM (CST)
Addendum Issue Date:	September 13, 2021
Proposal Due Date & Time:	September 17, 2021 at 3:00PM (CST)
Evaluation Period	September 17-30, 2021
Board Meeting	October 22, 2021

#### **4. Required Forms (Certifications and Representations)**

Vendor shall execute the required forms included with this RFP.

#### **5. RFP Clarification**

Questions must be submitted via email to **Daniel Garza, Director of Procurement at [Daniel.Garza@ideapublicschools.org](mailto:Daniel.Garza@ideapublicschools.org)**. The email subject line should read: **Questions - #3-RFP-GNRL-2022 – Family Engagement Workshops**. Questions submitted by respondents and answers prepared by IDEA, along with Addenda to this RFP, if applicable, will be posted on the [Tyler Munis Self Service](#) website.

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

#### **6. 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.

#### **7. 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.

#### **8. 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.

#### **9. Proposal Signatures**

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 partner (if applicable).

#### **10. 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 referenced in this RFP.

A contract or letter agreement for **Family Engagement Workshops** may be executed with successful vendor(s) 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.

### **11. Contract Period**

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

### **12. 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 IDEA by written to the following address:

**IDEA Public Schools  
Attn. Purchasing Department  
2115 West Pike Blvd  
Weslaco, TX 78596  
956-377-8000**

### **13. Insurance Requirements**

Worker's Compensation is required for this RFP. Insurance Certificates must be submitted with vendor's proposal. This document is titled Certificate of Insurance (ACORD 25). IDEA Public Schools reserves the right to review all insurance policies pertaining to this solicitation to guarantee that the proper coverage is obtained by the contractor.

Contractor will be required to maintain in full-force and in-effect the following types of insurance:

a) Worker's Compensation	\$100,000 / \$500,000
b) Comprehensive General Liabilit	\$1,000,000 Per Occurrence
c) Bodily Injury Liability (CSL)*	\$300,000
d) Property Damage Liability (CSL)*	\$300,000
e) Automobile Bodily Injury Liability	\$300,000
f) Automobile Property Damage Liability	\$100,000

\*Combined Single Limit

Each insurance policy to be furnished by the successful contractor shall include IDEA Public Schools as a certificate holder. Additinally, each insurance policy shall, by endorsement to the policy, a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

## **PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS**

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IDEA is requesting the following in regard to Family Engagement Workshops in the following states and regions:

TEXAS: Rio Grande Valley, San Antonio, Austin, El Paso

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

1. Conduct Needs Assessment & Create Program Scope and Sequence

The family engages in the college application and matriculation process, not just the student and the counselor. By the end of this phase, the partner and IDEA will have a comprehensive understanding of what works and what doesn't work in parent engagement around social emotional skill development and college access. The partner and IDEA will define the performance goals for successful C3 parent programs.

2. Develop Family Curricula

Based on the Needs Assessment and in coordination with IDEA, the partner will develop a curricula for families. The partner should plan to ask for and receive feedback from a variety of stakeholders throughout the creation process. The curriculum will contain presentation materials, scripts, hand-outs, and facilitator guides in both English and Spanish.

3. Train the Trainers

We envision that the curricula will be presented by IDEA staff and IDEA alumni parents who have children in college. The partner will provide training to the stakeholders who will deliver the curricula. The professional development will include best practices to engage families in the community and in the events as well as comprehensive training on how to deliver the curriculum.

4. Evaluate Trainings, Collect Feedback & Outcome Data

The partner will lead the evidence collection for evaluation of the program. Once the program has been implemented in year one, IDEA and the partner will evaluate the program against the target outcomes and discuss the potential for continued partnership.

5. Partnership and Program Evaluation

The evaluation will be based on four (4) inputs: (1) compliance, (2) family satisfaction, (3) leader and teacher satisfaction and (4) business partnership. At this time, IDEA and the partner will discuss the potential for continued work.

- Compliance:

- The scale to which the vendor concludes services as contracted will be evaluated quarterly. The vendor will provide this report to IDEA.



- Student and Family Fulfillment:
  - The partner will conduct surveys at the end of each parent event.
- Leader & Teacher Feedback:
  - IDEA will solicit feedback from school leaders and teachers on a yearly basis regarding the output of curricular materials and the scale to which their ability to execute family workshops.
- Business Partnership:
  - Affirmative and transparent business partnerships are essential components of the culture of our organization and to the incorporation of an external support individual into the school. As such, IDEA will conduct frequent documented business partnership meetings with support staff.

6. School Locations:

SCHOOL	REGION	ADDRESS	PHONE
IDEA Mays Academy	SATX	1210 Horal Dr., San Antonio, TX 78227	210-529-3200
IDEA Judson Academy	SATX	13427 Judson Rd., San Antonio, TX 78233	210-529-3500
IDEA Bluff Springs Academy	Austin	1700 E. Slaughter Lane, Austin, TX 78744	512-822-4200
IDEA N. Mission Academy	RGV	2706 N. Holland Ave., Mission, TX 78574	956-424-4300
IDEA Rundberg Academy	Austin	4504 N. I-35 Frontage Rd., Austin, TX 78753	512-822-4800
IDEA San Juan Academy	RGV	200 N. Nebraska Ave., San Juan, TX 78589	956-702-5150
IDEA Pharr Academy	RGV	600 E. Las Milpas Rd., Pharr, TX 78577	956-283-1515
IDEA McAllen Academy	RGV	201 N. Bentsen Rd., McAllen, TX 78501	956-429-4100
IDEA S. Flores Academy	SATX	6919 S. Flores St., San Antonio, TX 78221	210-239-4150
IDEA Mission Academy	RGV	1600 N. Schuerbach Rd., Mission, TX 78572	965-583-8315
IDEA Weslaco Academy	RGV	2931 E. Sugar Cane Dr., Weslaco, TX 78599	956-351-4100
IDEA Brownsville Academy	RGV	4395 Paredes Line Rd., Brownsville, TX 78526	956-832-5150
IDEA Walzem Academy	SATX	6445 Walzem Rd., San Antonio, TX 78239	210-239-4600
IDEA Edinburg Academy	RGV	2553 N. Roegiers Rd., Edinburg, TX 78541	956-287-6300
IDEA Kyle Academy	Austin	640 Philomena Dr., Kyle, TX 78640	512-822-4300
IDEA Rio Vista Academy	El Paso	210 N. Rio Vista Rd., Socorro, TX 79927	915-444-0188
IDEA Owassa Academy	RGV	1000 E. Owassa Rd., Pharr, TX 78574	956-580-4300
IDEA Rio Grande Academy	RGV	2803 Monarch Lane, Rio Grande City, TX 78582	956-263-4900
IDEA Brackenridge Academy	SATX	5555 Old Pearsall Rd., San Antonio, TX 78242	210-239-4300

## **PART III – PROPOSAL RESPONSE**

Proposer shall submit, in a sealed envelope, plainly marked with the RFP Number and Title:

1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.

2. Five (5) clearly identified PAPER COPIES of the proposal.
3. Five (5) copies of the proposal on FLASH DRIVES, marked with your firm's name.

FAX or e-mail proposals will NOT be accepted.

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

A. Section I – Preface: The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. Please include business name, address, point of contact and contact information.

B. Section II – Summary of Experience and Individual Performance: This section shall contain the full name and address of the respondent's submitting proposal and a brief summary of the respondent's corporate experience. In addition, it shall contain names, titles, certifications, and years of experience for the personnel who will provide these services.

C. Section III – Proposal Response to Scope of Service and Performance Requirements: The Proposer shall provide a description of services and capabilities as outlined in the Scope of Service and Performance Requirements section of this RFP. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal. The response shall be clear and concise, and not lengthy. If any of the service or requirement cannot be performed, the Proposer shall state 'not applicable' or 'unable to perform'.

#### **PART IV – COST SUMMARY**

The Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the services required herein. Proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If the Proposer does not expect for IDEA to incur any costs, the Proposer shall state 'No costs to IDEA – Grant Match.'

#### **PART V – REFERENCES**

The Proposer shall submit a minimum of three (3) verifiable references. It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible. Each reference provided shall include:

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

Enter references in Attachment O

## **PART VI – REQUIREMENTS**

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### **A. PROPOSAL OPENING**

Proposal Opening is scheduled for September 17, 2021 at 3:00PM (CST). A formal “opening” will not be held and pricing will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but IDEA’s records are a matter of public record.

### **B. RESPONDENT REQUIREMENTS**

Respondents who can meet the technical specifications for quality and other terms of this RFP package, and who are not debarred and/or suspended from conducting business with IDEA, federal and state funded agencies are invited to respond. A prospective respondent must affirmatively demonstrate respondent’s responsibility. A prospective respondent, by submitting a proposal, represents to IDEA Public Schools that it meets the following requirements:

- Posses or is able to obtain adequate financial resources as required to perform under this RFP
- Is able to comply with the required scope of the RFP
- Have a satisfactory record of integrity to ethics
- Be otherwise qualified and eligible to receive an award
- Be in good standing with the applicable national or state associations

## **PART VII – COMPETITIVE SELECTION / EVALUATION**

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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.

IDEA will evaluate each Proposer’s category proposal(s) in the areas of the proposed plan, experience/service capabilities, and best value on the following pre-determined criteria: The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Proposers may be requested to revise any or all portions of their proposals.

51 Points	Proposed pricing
20 Points	Approach to needs assessments and vision setting, curriculum building, and training
15 Points	Experience in Family Engagement Workshops
10 Points	Proposed Methodologies and Practices
4 Points	References

## PART VIII – GENERAL TERMS AND CONDITIONS

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1. **Proposal Submission:** Proposals must be submitted using this RFP only and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed proposals will not be accepted.
2. **Public Record:** All Proposals become the property of IDEA. As a governmental entity, the Texas Public Information Act applies to this RFP. Accepted Proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
3. **Rejection/Award:** IDEA reserves the right to reject and and/or all Proposals, to award 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:** Supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
7. **Proposal Errors:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Vendor may be removed from consideration or from any approved vendor list.
8. **Changes to Proposal:** IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.
9. **Use of Brand Names:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, IDEA will consider bid to be as specified. Illustrations and complete description must be included with the Proposal if bidding other than specified.
10. **Undue Influence:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to Vendor's Proposal, directly or indirectly, through any contact with IDEA board members or other school officials from the date this RFP is released until the award of a contract by IDEA. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.

11. **Gratuities:** IDEA may, by written notice to Vendor, cancel any service agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts etc., were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performing of such a contract. In the event this agreement is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to other rights and remedies, to recover or withhold the amount of costs incurred by Vendor in providing such gratuities.
12. **Payment Terms:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice IDEA neither more nor less frequently than once per month.
13. **Independent Contractor:** The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer or employee between IDEA and Vendor or between IDEA and Vendor's employees. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with IDEA. Vendor is not to be considered an agent or employee of IDEA and is not entitled to participate in any pension plans, bonus, or similar benefits that IDEA provides to its employees. IDEA and Vendor agree that Vendor and/or its employees are not covered under any IDEA insurance policy, including but not limited to IDEA's liability, property and casualty, or workers' compensation insurance policies. IDEA shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.
14. **Fund Availability:** This agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by IDEA's Board of Directors or otherwise not made available to IDEA.
15. **Changes:** This agreement may not be modified, altered, or changed except by mutual written agreement between the parties.
16. **Indemnity:** Vendor shall indemnify and hold harmless IDEA and its Board of Directors, officers, employees, and agents from all suits, actions, losses, damages, claims, or liability of any character, type or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees that IDEA incurs defending any action, suit, or claim from any source whatsoever and any kind or nature arising directly or indirectly on the part of Vendor, its agents, servants, contractors, and suppliers, in performance of this agreement, so long as the sole negligence of IDEA is not the cause of the loss, claim, damage, expense, or cost.
17. **Termination:** Any resulting contract may be terminated by IDEA at any time with or without cause and without penalty to IDEA. In the event of termination by IDEA prior to completion of the contract, compensation shall be prorated on the services actually performed, and Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.

18. **Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative.
19. **Criminal Background Check:** All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must certify to IDEA that the Vendor has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing services for IDEA. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA. Vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor shall certify to IDEA that all employees assigned to work under a contract have successfully passed a criminal background check, prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the contract.
20. **Enforcement:** It is acknowledged and agreed that Vendor's services to IDEA are unique, which gives Vendor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or restrain a breach of this agreement, but only if IDEA is not in breach of this agreement.
21. **Governmental Immunity:** Notwithstanding anything to the contrary in this agreement, vendor acknowledges, stipulates, and agrees that nothing in this agreement shall be construed as a waiver of any defense available to idea, including but not limited to any statutory or governmental immunity from suit and liability available to idea under applicable law.
22. **Limitations:** The parties are aware that there are constitutional and statutory limitations on the authority of idea (a public school) to enter into certain terms and conditions of the agreement, including, but not limited to, those terms and conditions relating to liens on idea's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on idea except to the extent authorized by the laws and constitution of the state of Texas.
23. **Assignment/Delegation:** No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of IDEA. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.

24. **Waiver:** The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
25. **Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
26. **Applicable Law:** The validity, enforceability and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Texas.
27. **Record Keeping:** IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
28. **Equal Opportunity:** Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
29. **Debarment and Suspension:** Neither Vendor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
30. **Rights to Inventions Made Under a Contract or Agreement:** Vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of this agreement belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.
31. **Additional Documentation:** Additional pages may be included within the Proposal response but must be included within the bound copy of the Proposal response and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. IDEA reserves the right to tender its own contract.

## PART IX – REQUIRED ATTACHMENTS

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The attachments listed below are required and should be included with the Proposal, along with any other forms included in this RFP. All forms requiring signature must be signed as indicated.

<b>Attachment A</b>	Title Page
<b>Attachment B</b>	Vendor Information
<b>Attachment C</b>	Vendor Certification
<b>Attachment D</b>	Proof of Insurance
<b>Attachment E</b>	Certification Regarding Drug-Free Workplace
<b>Attachment F</b>	IDEA Conflict of Interest
<b>Attachment G</b>	Conflict of Interest Form CIQ
<b>Attachment H</b>	Equal Opportunity and Non-Discrimination
<b>Attachment I</b>	Bidder Certification Form
<b>Attachment J</b>	Certification Regarding Lobbying
<b>Attachment K</b>	Debarment or Suspension Certification
<b>Attachment L</b>	Contract Provisions Involving Federal Funds
<b>Attachment M</b>	Criminal History Certification
<b>Attachment N</b>	References
<b>Attachment O</b>	Respondent's Pricing
<b>Attachment P</b>	Respondent's W-9



**Attachment A – Title Page**

PROGRAM DEPARTMENT

A Proposal Submitted in Response to

IDEA

Request for Proposals #3-RFP-GNRL-2022 Family Engagement Workshops

Submitted By:

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(Full Legal Name of Vendor)

On:

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(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.

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Vendor Name

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Signature of Authorized Representative

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Date

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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.

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Vendor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

### **Attachment G – Conflict of Interest Form CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their proposal.

The Conflict of Interest Form CIQ can be found at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

## **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.

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Vendor Name

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Signature of Authorized Representative

---

Date

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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 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.

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Vendor Name

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Signature of Authorized Representative

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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.

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Vendor Name

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Signature of Authorized Representative

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Date

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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 \$250,000 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



## ATTACHMENT N - References

Please list a minimum of three (3) references of agencies (governments, charter schools or ISDs) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas Agencies are preferred:

1. 

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Company Name or Contact Person

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Address	City	State	Zip
Contact Person		Telephone Number	
Products/Services Used			
Describe and Document Your Involvement With Other Agencies with Similar Type of Work			
  
2. 

---

Company Name or Contact Person

---

Address	City	State	Zip
Contact Person		Telephone Number	
Products/Services Used			
Describe and Document Your Involvement With Other Agencies with Similar Type of Work			
  
3. 

---

Company Name or Contact Person

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Address	City	State	Zip
Contact Person		Telephone Number	
Products/Services Used			
Describe and Document Your Involvement With Other Agencies with Similar Type of Work			

### **ATTACHMENT O – Respondent’s Proposal Pricing**

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.

Respondent shall provide pricing / price schedule referencing:

“ATTACHMENT “O” in their submitted proposal.”

### **ATTACHMENT P – Respondent's W-9**

The W-9 is an official form furnished by the IRS **for employers or other entities to verify the name, address, and tax identification number of an individual receiving income.** The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with their proposal.

Respondent can obtain the W-9 Form at the following link:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>