



Request for Proposals (RFP)

#4-RFP-GNRL-2022 ACT PREPARATION SERVICES

Closing Date:
8:00 AM CST
Monday, September 20, 2021

IDEA Public Schools and affiliated entities (IDEA) is accepting proposals from organizations that are qualified and experience in ACT test preparation.

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 **Jennifer Ornelas, Procurement Analyst** at Jennifer.ornelas@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 - #4-RFP – ACT Preparation Services.**

Contact:
Jennifer Ornelas
Procurement Analyst
Jennifer.ornelas@ideapublicschools.org
956-373-3819

TABLE OF CONTENTS

<u>PART I – GENERAL INFORMATION AND INSTRUCTIONS</u>	3
1. Introduction and Purpose	3
2. Proposal Submissions	3
3. Required Forms (Certifications and Representations)	5
4. RFP Clarification.....	5
5. Proposer Responsibility	5
6. Completeness	6
7. False/Misleading Statements	6
8. Proposal Signatures	6
9. Selection of Vendor(s).....	6
10. Contract Period.....	6
11. Administrative Procedure for Bidder Complaints	6
12. Insurance Requirements	7
<u>PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS</u>	7
<u>PART III – PROPOSAL RESPONSE</u>	8
<u>PART IV – COST SUMMARY</u>	9
<u>PART V – REFERENCES</u>	9
<u>PART VI – REQUIREMENTS</u>	10
<u>PART VII – COMPETITIVENES SELECTION / EVALUATION</u>	10
<u>PART VIII – GENERAL TERMS AND CONDITIONS</u>	11
<u>PART IX – REQUIRED ATTACHMENTS</u>	15

PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. Introduction and Purpose

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

IDEA Public Schools prepares students from underserved communities for success in college and citizenship. We are a growing network of 137 high-performing charter schools serving approximately 78,000 students located throughout the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, Tarrant County in Texas, as well as locations in Louisiana and Florida. IDEA Public Schools is planning to expand to Jacksonville, FL in 2022, Cincinnati, OH in 2022, and Arkansas in 2023. 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.

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from eligible vendors for ACT Preparation Services at IDEA select campuses in the following regions in Texas; Rio Grande Valley, San Antonio, Austin, El Paso, Tarrant County, Houston & Permian Basin). 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.

2. Proposal Submissions

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

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

- a. Proposals should include the following information and content.
 - i. Title Page
 - ii. Section I – Preface
 - iii. Section II – Summary of Experience
 - iv. Section III – Proposal Response to Scope of Service and Performance Requirements
 - v. Cost Summary
 - vi. References
 - vii. Required Forms
 - viii. Additional Documentation
- b. Proposals shall be submitted via the web-based software, Tyler Munis Self Service. A signed, submitted proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation.
- 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 **8:00 AM CST on September 20, 2021** along with the requisite signature pages and certification forms.

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

RFP Issue Date:	August 25, 2021
Respondent Question Cut-Off Date:	September 10, 2021 at 3:00PM (CST)
Addendum Issue Date:	September 14, 2021
Proposal Due Date & Time:	September 20, 2021 at 8:00AM (CST)
Evaluation Period	September 20-September 30, 2021
Board Meeting	October 22, 2021

3. Required Forms (Certifications and Representations)

Vendor shall execute the required forms included with this RFP.

4. RFP Clarification

Questions must be submitted via email to **Jennifer Ornelas, Procurement Analyst** at Jennifer.ornelas@ideaublicschools.org. The email subject line should read: **Questions - #4-RFP-GNRL-2022 – ACT Preparation Services**. Questions submitted by respondents and answers prepared by IDEA, along with Addenda to this RFP, if applicable, will be posted on the [Tyler Munis Self Service](#) website.

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

5. Proposer Responsibility

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

6. Completeness

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

7. False/Misleading Statements

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

8. Proposal 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).

9. Selection of Vendor(s)

IDEA may award this RFP to multiple Vendors or to the Vendor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under Evaluation Criteria referenced in this RFP.

A contract or letter agreement for ACT Preparation Services 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.

10. Contract Period

The agreement resulting from this solicitation will be in effect for an initial term of one year (1) from the date of award or such date established by the agreement. The parties by mutual consent may renew the agreement for up to two (2) additional one (1) year periods. In addition, 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.

11. Administrative Procedure for Bidder Complaints

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

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

12. 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 Liability | \$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 Damabe 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

IDEA is requesting the following regarding ACT Curriculum Development for High School Sophomores and Juniors Pre-Service Training and In-Service Professional Development for Staff in the following states and regions:

TEXAS: Rio Grande Valley, San Antonio, Austin, El Paso, Houston, Tarrant County, and Permian Basin

1. 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.
2. *ACT Curriculum: Student-Facing Lesson Materials, Teacher Lesson Guides, Supplemental Resources:*

Provide an ACT curriculum and all corresponding instructional materials to every campus with 10th grade and above, including:

- Data driven recommended scope and sequence of objectives for both 10th and 11th grade (subject to change based on gaps identified and progress made at each selected campus)
- Clear alignment between the ACT college and Career Readiness Standards and the provided curriculum
- Lessons that are designed to increase student's ACT content-mastery
- Test-taking strategies that are embedded into content-based lessons
- All student-facing materials required to complete each classroom lesson, including but not limited to hard and/or soft copy student workbooks
- Scripted teacher lesson guides that include detailed instructions, exemplar responses with explanations, and pacing suggestions.
- Exit Ticket assessments for each classroom lesson, including the option to administer online, receive results automatically, and store data
- Pre-Test to be administered at the beginning of instruction to precisely identify the needs of individual students and campuses
- Summative assessments to be given at the end of units/intervals throughout the school year, including the option to administer online, receive results automatically, and store data
- Student access to an online portal that tracks data over time and provides detailed breakdown of assessment results that illustrate student mastery and areas for growth

- Teacher access to an online portal that tracks results over time and provides detailed data reports that break down student, class period, and grade level scores to illustrate individual and group mastery
- Additional resources to be used for differentiated instruction based on student data
- Supplemental resources for students to use for on-demand review

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

Provide program guidance to select campuses with 10th grade and above, including:

- Pre-service training for teachers and college counselors from select campuses who teach RTTC II, RTTC III, or ACT Prep Skills courses
- At least 3 in-service training days to develop teacher and counselor capacity in instructional best practices and data-driven decision making
- Campus-based in field coaching to develop teacher and counselor capacity in instructional best practices and data driven decision making (number of days and dates to be determined by district based on campus needs)
- Pre-service training for campus leaders including an overview of the curriculum, critical components of implementation, best practices for coaching teachers, and data driven decision making
- Campus based in field coaching to build leader-capacity to develop teachers and counselors in instructional best practices, and data driven decision making (number of days and dates to be determined by district based on campus needs)
- Campus based in field coaching to develop leader capacity in data driven decision making (number of days and dates to be determined by district)
- Pre-service training for district leaders including an overview of the curriculum, critical components of implementation, best practices for coaching leaders around data-driven decision making
- In service as needed for teachers and college counselors who missed pre-service training or are hired after the first day of school

4. *Training*

The vendor shall provide a training sequence for teachers and college counselors with descriptions, session objectives, and suggested pre-requisites. (Attendees will be determined by the district)

5. *In-field Coaching*

The schedule for in-field coaching site visits will be driven by district needs. For in-field coaching site visits, the district will request a specific number of days per selected campus and identify target and blackout dates for schools. This information will be provided to the vendor as soon as the contract is awarded, and the vendor will be expected to respond with site visit schedules within 10 days of receiving the information

6. *Professional Development*

Professional development services shall include any teacher or college counselor who is the teacher of record for RTTC II, RTTC III, and ACT Prep Skills courses (and any other teaching position title designated by the district).

- Professional development services for leaders shall include district personnel, principals, Directors of College Counseling and individuals assigned to coach staff members who will be teaching the new ACT curriculum

7. *Training Fees*

All travel and fees for trainers and in field coaches contracted by the vendor to serve IDEA Public Schools will be paid by the vendor. IDEA Public Schools will not cover travel expenses or consultant fees billed separately.

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

Program Evaluation

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

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

PART III – PROPOSAL RESPONSE

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

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

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

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

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

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

B. Section II – Summary of Experience: This section shall contain the full name and address of the firm submitting the proposal and a brief summary of the firm's corporate experience and individual experience for personnel who will provide this product or service. Demonstrate evidence of commitment to achieving desired results within similar programing including quantitative results, where applicable.

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 N

PART VI – REQUIREMENTS

A. PROPOSAL OPENING

Proposal Opening is scheduled for September 20, 2021 at 8:00AM (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. WHO IS ELIGIBLE TO RESPOND

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

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, including but not limited to:

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

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

PART VIII – GENERAL TERMS AND CONDITIONS

Proposal Submission: Proposals must be submitted using this document only and must be submitted on or before the hour and date specified. Late submittals will be returned unopened.

NOTE: Faxed or Emailed proposals will not be accepted.

Public Record: All Proposals become the property of IDEA. As a governmental entity, the Texas Public Information Act applies to this solicitation. Accepted proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.

Rejection/Award: IDEA reserves the right to reject and/or all submittals, to award contracts as may appear advantageous to IDEA, and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.

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.

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.

Supplemental Information: All supplemental information required by the proposal documents must be included with the proposal response. Failure to provide complete and accurate information may disqualify the 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, the vendor may be removed from consideration or from any approved vendor list.

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

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 bid if bidding other than specified.

Undue Influence: In order to ensure the integrity of the selection process, the vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's proposal, directly or indirectly, through any contact with IDEA board members or other school officials from the date this solicitation is released until the award of a contract by IDEA. By submitting a proposal, the vendor affirms that the 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.

Gratuities: IDEA may, by written notice to Vendor, cancel any service agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with

respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this 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 Vendor in providing such gratuities.

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 must have the ability to execute multiple contracts and provide invoices related to each contracted entity.

Independent Contractor: Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Contractor or between IDEA and the Contractor's employees. IDEA shall not be subject to any obligations or liabilities of the Contractor or the Contractor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employee shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.

Fund Availability: This agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency (TEA) pursuant to IDEA's open enrollment charter. This Agreement is further conditioned on continued allocation of funds by the IDEA's Board of Directors (the "Board"). If the Legislature and/or the TEA fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

Modifications: The contract may only be modified, altered, or changed by a written agreement signed by both parties or their duly authorized agents.

INDEMNIFICATION: THE CONTRACT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FORGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACT, OR ANYONE FOR WHOSE ACTS THE CONTRACT MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE

TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

Termination. IDEA reserves the right to terminate (1) all or any part of the undelivered portion of any order resulting from this bid solicitation within thirty (30) days written notice; (2) upon default by the vendor, for delay or nonperformance by the vendor or, (3) if it is deemed in the best interest of IDEA, for convenience.

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.

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.

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

LIMITATIONS AND NO WAIVER OF 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. THE VENDOR FURTHER ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS SOLICITATION AND/OR IN ANY RESULTING CONTRACT WITH IDEA SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY OR SOVERIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

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.

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.

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 IDEA's Board of Directors, laws of the State of Texas and the Uniform Commercial Code, without regard to the conflict of interest principles of the State of Texas. 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.

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.

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.

Debarment and Suspension: Neither the 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 vendors declared ineligible under statutory or regulatory authority other than E.O. 12549.

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 belong to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

Advertising: The Vendor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered 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.

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, the Vendor represents and warrants that the individual submitting this document and the documents made part of this 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.

Standard of Care for Architectural and Engineering Contracts: Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904 (d) of the Texas Local Government Code, the Vendor shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

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.

PART IX – REQUIRED ATTACHMENTS

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

1. **Attachment A** – Title Page
2. **Attachment B** – Vendor Information
3. **Attachment C** – Vendor Certification
4. **Attachment D** – Proof of Insurance
5. **Attachment E** – Certification Regarding Drug-Free Workplace
6. **Attachment F** – IDEA Conflict of Interest
7. **Attachment G** – Conflict of Interest Form CIQ
8. **Attachment H** – Equal Opportunity and Non-Discrimination
9. **Attachment I** – Bidder Certification Form
10. **Attachment J** – Certification Regarding Lobbying
11. **Attachment K** – Debarment or Suspension Certification
12. **Attachment L** – Contract Provisions for Contracts Involving Federal Funds
13. **Attachment M** – Criminal History Certification
14. **Attachment N** – References
15. **Attachment O** – Pricing
16. **Attachment P** – W-9

Attachment A – Title Page

A Proposal Submitted in Response to

IDEA

Request for Proposals #4-RFP-GNRL-2022 ACT PREPARATION SERVICES

Submitted By:

(Full Legal Name of Vendor)

On:

(Date of Submission)

Attachment B – Vendor Information

Enter Vendor's name and address below.

1. Vendor Name: _____

2. Street Address: _____

3. City, State, and Zip Code: _____

4. Federal ID# or Social Security Number: _____

Additional Requirements:

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

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Attachment C – Vendor Certification

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

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Vendor Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address (if applicable): _____

Web Site Address (if applicable): _____

Attachment D – Proof of Insurance or Bonding

Please provide proof of insurance or bonding.

Attachment E – Certification Regarding Drug-Free Workplace

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

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

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

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

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment F – IDEA Conflict of Interest Form

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

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

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment G – Conflict of Interest Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity.		
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.)		
3 Name of local government officer about whom the information is being disclosed.		
<div style="border-bottom: 1px solid black; width: 60%; margin: 0 auto;"></div> Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>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>		
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.		
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).		
7		
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 100%;"></div> Date

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 or 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.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment K – Debarment or Suspension Certificate

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

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

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment L – Contract Provisions for Contracts Involving Federal Funds

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

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

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Attachment M – Criminal History Certification

The Texas Education Code requires entities that contract with public schools to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a public school. Contractors must certify to the school that they have complied and must obtain similar certifications from their subcontractors.

IDEA may not obtain criminal histories for contractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

“Covered Employees”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by IDEA, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude.
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor.
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code.
 - d. Crimes involving school property or funds.
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator.
 - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
 - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that IDEA believes might compromise the safety of students, staff, or property.

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

Please complete the information below:

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

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

Or

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

1. Vendor has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
3. Upon request, Vendor will provide IDEA with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA.
5. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Vendor may be grounds for contract termination and/or barring disqualified persons from performing the work.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment N – Reference Sheet

Please list a minimum of three 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.

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

2.

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

3.

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS		CITY	STATE	ZIP
CONTACT PERSON			TELEPHONE NUMBER	
PRODUCTS/SERVICES USED				
DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK				

Attachment O – Proposed Pricing

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>

END OF IDEA PUBLIC SCHOOLS RFP