Request for Proposals (RFP)

#15-RFP-GNRL-2022 AP Teacher PD Services

Closing Date:
**3:00 PM CST**
**Wednesday, May 4, 2022**

IDEA Public Schools is accepting proposals from firms that are qualified and experienced in Advanced Placement curriculum, teacher development and student support services to develop and deliver training and support for Advanced Placement (herein after referred to as AP) subjects in English Language Arts, History, Spanish, Mathematics and Science.

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.

Inquiries and requests for information affecting the solicitation must be submitted in writing and shall be directed to Michael Menchaca, Assistant Director of Procurement, at michael.menchaca@ideapublicschools.org. All inquiries via email should have the subject line read: Questions - #15-RFP-GNRL-2022 AP Teacher PD Services. To provide IDEA Public Schools and affiliated entities (IDEA), sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by **Friday, April 22, 2022, 1:00 PM (CST)**. Contact with IDEA Public Schools personnel other than Michael Menchaca or designee regarding this solicitation may be a reason for elimination from the selection process. Any prospective respondent detecting conflict or ambiguity in the RFP should notify the Assistant Director of Procurement, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum.

Contact:
Michael Menchaca
Assistant Director of Procurement
michael.menchaca@ideapublicschools.org
915-227-0257

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## PART I – GENERAL INFORMATION AND INSTRUCTIONS

**1. Introduction and Purpose**

1.1. 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, and Cincinnati, OH in 2022. Although IDEA's growth is rapid, it is also well planned and carefully planned. Schools begin with select grade levels and grow as students advance to eventually reach full scale as a Pre-K-12 campus. IDEA Texas and each out of state affiliate will award a separate contract and will be separately responsible for the administration of said contract.

1.2. 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.

1.3. To comply with applicable state laws, IDEA Public Schools and its affiliate, IDEA Public Schools Southern Louisiana, Inc., shall separately issue an award to the successful respondent(s) for their respective schools in Texas and Louisiana.

**2. Objectives**

2.1 IDEA Public Schools (therein after referred to as IDEA) is accepting proposals from firms qualified and experienced in Advanced Placement curriculum, teacher development and student support services to develop and deliver training and support for Advanced Placement subjects (herein after referred to as AP) in English Language Arts, History, Spanish, Mathematics and Science. The training will include pre-service content-specific training, in-service content-specific training and opportunities for advanced teacher mentorship and coaching.

2.2 Additionally, the district is seeking access to AP curricular resources, including unit and Mock assessments, teacher-facing instructional resources and on-demand student resources, for the abovementioned subjects. As part of the district's AP For All initiative, the district is also seeking student-facing support, including programmatic materials and facilitation to support student-facing review sessions, as well as Student Award services. The support will be differentiated by campus based on need and determined in partnership with the district.

**3. Proposal Submissions**

3.1 Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP.

3.2 To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content for IDEA Public Schools Texas and IDEA Public Schools Southern Louisiana.

- 3.2.1 Title Page
- 3.2.2 Section I – Preface
- 3.2.3 Section II – Summary of Experience
- 3.2.4 Section III – Proposal Response to Scope of Service and Performance Requirements
- 3.2.5 Cost Summary
- 3.2.6 References
- 3.2.7 Required Forms
- 3.2.8 Additional Documentation

3.3 Proposals shall be submitted via the web-based software, Tyler Munis Self Service. A signed, submitted proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation. Click here to access the site in a web browser.

3.4 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 May 4, 2022**, along with the requisite signature pages and certification forms.

3.4.1 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.

3.4.2 IDEA reserves the right to reject any and 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.

3.4.3 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.

3.4.4 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.

3.4.5 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."

3.4.6 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.

3.5 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.

3.6 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.

3.7 IDEA reserves the right to select any offer it deems the best value, regardless of price.

3.8 IDEA may accept multiple offers for the same services.

3.9 RFP Timeline

| | |
|---|---|
| RFP Issue Date: | April 13, 2022, at 3:00 pm (CST) |
| Pre-Proposal Meeting | April 21, 2022, at 11:00 am (CST) |
| Respondent Question Cut-Off Date: | April 22, 2022, at 1:00 pm (CST) |
| Addendum Issue Date: | April 25, 2022 |
| Proposal Due Date & Time: | May 4, 2022, at 3:00PM (CST) |
| Evaluation Period | May 9-13, 2022 |
| Board Meeting | May 20, 2022 |

**4. Pre-Proposal Meeting Information**

Microsoft Teams meeting
**Join on your computer or mobile app**
Click here to join the meeting

**5. Required Forms (Certifications and Representations)**

Vendor shall execute the required forms included with this RFP.

**6. RFP Clarification**

6.1 Questions must be submitted via email to Michael Menchaca, Director of Procurement, at michael.menchaca@ideapublicschools.org. The email subject line should read: Questions - **#15-RFP-GNRL-2022 AP Teacher PD 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

6.2 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.

**7. Proposer Responsibility**

7.1. 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.

**8. Completeness**

8.1. 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.

**9. False/Misleading Statements**

9.1. 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.

**10. Proposal Signatures**

10.1. 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).

**11. Selection of Vendor(s)**

11.1. 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.

**12. Partnership Responsibilities**

11.1 IDEA reserves the right to cancel service(s) due to unacceptable price variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for a particular item. This will allow IDEA an opportunity to search and approve a substitute item or services of equal or greater quality.

11.2 All pricing and any award under this RFP shall be good for IDEA and any other entity purchasing through IDEA.

11.2.1 Prices may be decreased at any time after award through written contract amendment. If prices are affected by statute, regulaation, administrative or judicial order, vendors may not include additional costs in billing to the end-user. Vendors must first provide IDEA written justification for any increase and IDEA must decide of applicability of the increase to the contract. In the event a vendor offers to provide a decrease in rates to its customers or potential customers for the same services provided for IDEA pursuant to its contract, the vendor must provide the same decrease in rates for IDEA. It is recommended that the vendor provide said rate decreases voluntarily. If IDEA learns of a decrease in rates and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of IDEA. Any charges not

proposed but required to make this services viable will be considered a hidden cost and will be provided by the vendor at no additional cost to IDEA for the term of the contract.

**13. Contract Period**

13.1 The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award or such date established by the agreement. The parties, by mutual consent, may renew the agreement for up to four (4) 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.

**14. Administrative Procedure for Bidder Complaints**

14.1. Members of the public having complaints regarding IDEA's purchasing procedures or operations may present their complaints or concerns to IDEA in writing to the following address:

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

**15. Insurance Requirements**

15.1. Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

15.2. 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.

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

| | | |
|---|---|---|
| 15.2.1.1. | Worker's Compensation | $100,000 per occurrence for each bodily injury claim<br>$100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease |
| 14.2.1.2 | Comprehensive General Liability | $1,000,000 Per Occurrence/$2,000,000 aggregate |
| 14.2.1.3 | Property Damage Liability (CSL)* | $300,000 |
| 14.2.1.4 | Abuse and Molestation | $1,000,000 |

*Combined Single Limit

15.3 Each insurance policy to be furnished by the successful contractor shall include IDEA Public Schools as a certificate holder and include a waiver of subrogation clause. Additionally, 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.

15.4 Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

## PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

1. **Scope of Service and Performance Requirements**
   The following describes the service and performance requirements that the selected vendor will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.

   The following IDEA Public Schools campuses will be served under this partnership:

   **IDEA Texas Schools:**

   **Austin Region:**
   - IDEA Bluff Springs
   - IDEA Health Professions
   - IDEA Kyle
   - IDEA Montopolis
   - IDEA Parmer Park
   - IDEA Pflugerville
   - IDEA Rundberg

   **El Paso Region:**
   - IDEA Edgemere
   - IDE Mesa Hills
   - IDEA Rio Vista

   **Rio Grande Valley Region:**
   - IDEA Alamo
   - IDEA Brownsville
   - IDEA Donna
   - IDEA Edinburg
   - IDEA Elsa
   - IDEA Frontier
   - IDEA Los Encinos
   - IDEA McAllen
   - IDEA Mission
   - IDEA North Mission
   - IDEA Owassa,
   - IDEA Pharr
   - IDEA Quest
   - IDEA Rio Grande City
   - IDEA Riverview
   - IDEA Robindale
   - IDEA San Benito
   - IDEA San Juan
   - IDEA Sports Park
   - IDEA Toros
   - IDEA Tres Lagos
   - IDEA Weslaco
   - IDEAWeslaco Pike

**San Antonio Region:**

- IDEA Brackenridge
- IDEA Burke
- IDEA Carver
- IDEA Eastside
- IDEA Ewing Halsell
- IDEA Ingram Hills
- IDEA Judson
- IDEA Mays
- IDEA Monterrey Park
- IDEA Najim
- IDEA South Flores
- IDEA Walzem

**Tarrant County Region:**

- IDEA Achieve
- IDEA Rise

**IDEA Baton Rouge Schools:**

- IDEA Bridge
- IDEA Innovation

**1a. Professional Development Services for Teachers: Pre-Service, In-Service and In-Field Coaching**

a. The vendor will provide teacher development support to forty-eight campuses in TX with AP Art (optional), AP Biology, AP Calculus AB, AP Calculus BC (optional), AP Chemistry, AP Computer Science Principles, AP Economics, AP English Language, AP English Literature, AP Environmental Science, AP Government, AP Human Geography, AP Physics 1, AP Psychology (optional), AP Spanish Language, AP Spanish Literature, AP Statistics, AP US History, AP World History. The vendor will provide teacher development support for two campuses in Baton Rouge, Louisiana with AP Human Geography and AP World History). Teacher support services will include:

i) Access to curriculum resources, including AP assessments (Unit and Mock exams), resource banks and supplemental instructional materials for the abovementioned subjects.

ii) Pre-service training for new and returning AP teachers in July 2022 to build content knowledge and instructional capacity in the abovementioned subjects.

iii) Teacher support and coaching, specific to IDEA programming, during the school year in the form of expert-led cohorts (such as a professional learning community or monthly webinar). Additionally, 1:1 teacher mentorship/in-field coaching based on need determined by IDEA for up to 3 teachers per course.

iv) In-service content training, once per semester, to build instructional capacity and content knowledge throughout the year, including but not limited to, best practice strategies for instruction, assessment creation, AP competency grading and response to student data.

**1b. Student Support Services**

a. The vendor will provide support and/or training for AP students at forty-eight campuses in Texas and two campuses in Louisiana with AP English Language Arts, History, Spanish, Mathematics and Science courses. Student support services focus on targeted content review and individualized feedback, which can include, but is not limited to, asynchronous on-demand content modules, expert-led review sessions, and practice exams.

**1c. District Data Services**

a. The vendor will support district data analysis will respect to teacher and student progress by working in consultation with the district to set ambitious but attainable AP passing goals for individual teachers and campuses.
b. Where available, the vendor will provide comparative analysis of district performance with comparative districts in Texas, Louisiana, and throughout the country.

**1d. Student Award Services, as applicable based on the final partnership determination between selected vendor(s) and IDEA.**

a. The vendor may be required to perform Student Award Services, as set forth in this section and as directed by IDEA Public Schools. Student Award Services will be required of the vendor in the event that IDEA Public Schools does not perform this service internally.
b. In support of student achievement, the vendor will support IDEA Public Schools through payment of Student Awards for earning qualifying scores on AP Exams in SY '22-23 as defined by the district. The purpose of Student Awards is to recognize and reward students, and to provide additional financial support on their path to and through college.
c. The vendor will have the capacity to use student exam scores to identify, prepare and distribute Student Awards in partnership with district and campus staff.
d. The vendor will be prepared to operate on a timeline set by the district to ensure Awards are made in a timely and efficient manner.

**1e. Teacher Honorarium Services, as applicable based on the final partnership determination between selected vendor(s) and IDEA.**

a. The vendor may be required to provide teacher honorariums, as set forth in this section and as directed by IDEA Public Schools. Teacher honorariums are based on participation in professional development during off-contract hours, honored at a rate equivalent to $60/day and paid out as one lump sum following the conclusion of the academic year (July 2022 – June 2023).

b. In support of teacher engagement and development, the vendor will support IDEA Public Schools through tracking teacher attendance at professional development that falls outside teachers' contracted hours. Teachers only earn honorarium for events attended.

**2.** Partnership Requirements:

2a. The district shall determine which teachers and leaders are eligible for professional development based on experience, record of results and prior training.
2b. The district shall determine appropriate dates, times and venues for all teacher professional development and student support services and training.
2c. Business partnership (BP) meetings will be held quarterly (minimum of three times per year; during Quarter 1, at the end of the fall semester, and in the spring before testing) between IDEA and vendor to discuss long-term planning for the school year, achievement goals, and current state of the IDEA data.

## PART III – PROPOSAL REQUIREMENTS

### 1. Proposal Opening

1.1 Proposal Opening is scheduled for Wednesday, April 13, 2022 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.

1.2 Who is eligible to respond:

1.2.1 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 Schoools that it meets the following requirements:

1.2.2 Possess or is able to obtain adequate financial resources as required to perform under this RFP

1.2.3 Is able to comply with the required scope of the RFP

1.2.4 Have a satisfactory record of integrity to ethics

1.2.5 Be otherwise qualified and eligible to receive an award

1.2.6 Be in good standing with the applicable national or state associations

## PART IV – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

**1. 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 Department
2115 West Pike Blvd
Weslaco, TX 78596
956-377-8000

2. Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:
   2.1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
   2.2. Five (5) clearly identified PAPER COPIES of the proposal.
   2.3. Five (5) copies of the proposal on FLASH DRIVES, marked with your company name.

***Note:*** **FAX or e-mail proposals will not be accepted.**

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

2.4.1. 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.

2.4.2. Section II – Summary of Experience: This section shall contain the full name and address of the partner submitting the proposal. In addition, it shall contain names, titles, certifications, and years of experience for the personnel who will lead partnership services.

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

**3. Cost Summary**

Ancillary to the proposal, the Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services required herein. Proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If the Proposer does not expect for IDEA to incur any costs, the Proposer shall state 'No costs to IDEA.' Vendors shall provide cost information in total and for each individual state included in this RFP (Attachment O-Proposed Pricing).

**4. References**

The Proposer shall submit a minimum of four (4) verifiable references. It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible. Each reference provided shall include:
   4.1. Reference's Name
   4.2. Contact Person
   4.3. Address, City, State, and Zip
   4.4. Contact Person Phone Number
   4.5. Contact Person Email Address
   4.6. Brief Project Scope
   4.7. Time Frame

**5. Required Forms (Certifications and Representations)**
Vendor shall execute the following required forms (located at the end of this solicitation) and return the signed originals with the proposal.

**6. 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.

**7. Competitive Selection and Proposal Evaluation**
This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced proposal. Award will be made to the partner submitting the best responsive proposal satisfying IDEA's requirements, price, and other factors. If one vendor cannot meet the requirements outlined in this document, the award may be divided among several qualified vendors.

7.1 Proposals will be evaluated on criteria deemed to be in IDEA's best interest, including but not limited to:
- 7.1.1 Purchase price
- 7.1.2 The reputation of the vendor and of the vendor's goods and services
- 7.1.3 The quality of the vendor's goods and services
- 7.1.4 The extent to which the vendor's goods and services meet the needs of IDEA
- 7.1.5 Vendor's past relationship, if any, with IDEA or other charter schools
- 7.1.6 Long term cost to IDEA
- 7.1.7 Vendor's principal place of business
- 7.1.8 Any other relevant factor listed in the RFP

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

| | Evaluation Criteria |
|---|---|
| 30 Points | Cost efficiency of the proposed scope of services |
| 19 Points | The ability of the vendor to provide comprehensive services as outlined in 1a |
| 19 Points | The ability of the vendor to provide comprehensive services as outlined in 1b |
| 19 Points | The ability of the vendor to provide comprehensive services as outlined in 1c |
| 8 Points | The ability of the vendor to provide comprehensive services as outlined in 1d |
| 5 Points | Demonstration of the vendors' experience with other districts in provision of the services outlined under scope. |

## PART V – GENERAL TERMS AND CONDITIONS

**1. Proposal Submission**

1.1 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.

1.2 Public Record: All Proposals become the property of IDEA. As a governmental entity, the Texas PublicInformation 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.

1.3 Rejection/Award: IDEA reserves the right to reject and and/or all submittals, to award contracts as mayappear advantageous to IDEA, and to waive all formalities in the procurement process.

1.4 Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.

1.5 Evaluation of Proposals: Proposal evaluation will be completed based on the information provided byVendor. 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.

1.6 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.

1.7 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.

1.8 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.

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

1.10 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 mustbe 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.

1.11 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.

1.12 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 offeredor 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.

1.13 Payment Terms: Unless a prompt payment discount with a payment term of at least 10 days is offeredand 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.

1.14 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.

1.15 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.

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

## 2. GENERAL TERMS & CONDITIONS

**2.1.1.** INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELEY 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 CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR 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.

**2.1.2.** Termination: IDEA reserves the right to terminate this agreement upon thirty (30) days written notice to the vendor; (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.

**2.1.3.** 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.

**2.1.4.** 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 coordinate and cooperate with IDEA to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Vendor and any of Vendor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. 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.

**2.1.5.** 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 IDEAshall 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.

**2.1.6.** 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 STATEOF 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.

**2.1.7.** 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.

**2.1.8.** 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.

**2.1.9.** Interpretation of Evidence: No course of prior dealings between the parties and no usage of the tradeshall 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.

**2.1.10.** 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.

**2.1.11.** 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.

**2.1.12.** 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, andas supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**2.1.13.** 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.

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

**2.1.15.** Advertising: The Vendor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state, or local government.

**2.1.16.** Legal Venue: Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo County, Texas.

**2.1.17.** Standing: Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.

**2.1.18.** 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.

**2.1.19.** 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.

**2.1.20.** 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 VI – REQUIRED ATTACHMENTS

The attachments listed below are required and should be included with the Proposal.

ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

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

Attachment A – Title Page

A Proposal Submitted in Response to

IDEA

Request for Proposals

#15-RFP-GNRL-2022

AP Teacher PD Services

Submitted By:

_____

(Full Legal Name of Vendor)

_____

(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. Email Address: _____

5. Phone Number: _____

Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor.

Name: _____

Name: _____

Name: _____

Name: _____

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: _____

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 abusein 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 employeesfor 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 fivedays after any conviction for a violation by the employee of a criminal drug abuse statue 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 statue 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 anemployee 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 isa manager or paid consultant of Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor anyemployee 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 presenta 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 contractwith 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

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 programor activity. Vendor conforms to all applicable federal and state laws, rules, guidelines, regulations, and providesequal 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 programor activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFRPart 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 againstqualified 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 programsreceiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employmentbased 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 equalwork.
- 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 politicalaffiliation 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

**FELONY CONVICTION DISCLOSURE STATEMENT.**

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, "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." Additionally, in accordance with this state law, "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 […] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for _____ ("Respondent"), certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

☐ Respondent is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Respondent is not owned or operated by anyone who has been convicted of a felony.

☐ Respondent is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

_____

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

_____

_____ _____

Signature of Authorized Representative Date Signed

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 wasplaced 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 personfor 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 influencingor attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employeeof 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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Vendor Name: _____

Vendor Address: _____

City, State, Zip: _____

Vendor Phone: _____

Printed-Authorized Company Official's Name: _____

Printed Title of Authorized Representative: _____

Signature of Authorized Company Official: _____

Date Signed: _____

# IDEA Public Schools
## Edgar Certifications and Representations
## (Education Department General Administrative Guidelines)

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'' in41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR60–1.4(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 (40U.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 workweek 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 workweek. 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), inaccordance 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 forwardedfrom tier to tier.

11. *Procurement of Recovered Materials*. The school, the charter districts and their contractors must complywith 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 guidelinesof 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 ofrecovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Email Address: _____

Printed Name and Title of Authorized Representative:

_____

Signature of Authorized Representative: _____ Date: _____

Attachment M – Criminal History Review of Contractor Employees

Texas Education Code §22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding "covered employees."

**Definitions:**

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

*"Disqualifying Criminal History":* Any conviction or other criminal information designated by the School, 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:
   1.1. Crimes involving moral turpitude.
   1.2. 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.
   1.3. 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 Chapter481, Texas Health and Safety Code.
   1.4. Crimes involving school property or funds.
   1.5. 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;
   1.6. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
   1.7. 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 18years of age or was enrolled in a public school.
5. Any other offense that the School believes might compromise the safety of students, staff, or property.

All contractors must work with the School to comply with the requirements of Texas Education Code §22.0834 prior to beginning services to the School.

**Criminal History Review of Contractor Employees**

**Please complete the information below:**

I, the undersigned agent for _____ ("Contractor"), certify that [check one]:
<<Contractor Name>>

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

Or

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

1. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
2. Upon request, Contractor will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.

3. If the School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to the School.
4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

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

_____ _____

Signature of Contractor Official Date

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

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

2. _____
Company Name

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

3. _____
Company Name

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

4. _____
Company Name

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

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**