

TEXAS



**Request for Proposal**

**#43-HTS-0824**

**Houston Tutoring Services**

**Purchasing Department**

**2115 West Pike Blvd**

**Weslaco, TX 78596**

[solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org)

**IDEA**  
**Public Schools**

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**Purpose of Request for Proposal (RFP):** This Request for Proposal (RFP) is for high dosage tutoring services across six (6) Houston area IDEA Public School locations.

**Timeline:**

First Advertisement Date/Issue Date:	Thursday, May 30, 2024
Second Advertisement Date:	Thursday, June 6, 2024, at 8:00 AM CST
Pre-Proposal Meeting:	Thursday, June 6, 2024, at 10:00 AM CST
Respondent Question Cut-Off Date:	Friday, June 7, 2024, No Later than 2:00 PM CST
Questions Response from IDEA:	Thursday, June 13, 2024
Solicitation Closing Date & Time:	Monday, July 8, 2024, at 2:00 PM CST
Anticipated Evaluation Period:	July 17, 2024 – July 24, 2024
Board Meeting & Approval:	August Board Date
Initial Proposed Contract Term:	July 1, 2024-June 30, 2025
Renewal 1:	July 1, 2025-June 30, 2026
Renewal 2:	July 1, 2026-June 30, 2027

**Pre-Proposal Conference**

A pre-proposal meeting will be held at 10:00 AM CST via MICROSOFT TEAMS video conference on Thursday, June 6, 2024. Please submit (in writing) any questions regarding this RFP to [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org). Only written questions will be considered. It is highly encouraged that all potential proposers participate and attend the pre-proposal. Join TEAMS Meeting: [Microsoft Teams Meeting](#)  
**Meeting ID:** 245 430 666 990  
**Passcode:** SHqrkY

**Proposal Submission:** Proposals may be submitted using the [Public Purchase](#) or [Self-Service](#) website, or by sending One (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools  
RFP #43-HTS-0824  
Houston Tutoring Services  
Attn. Purchasing Department  
2115 West Pike Blvd  
Weslaco, TX 78596

*Note: Faxed or emailed Proposals will not be accepted.*

**Funding Type:** IDEA will utilize Federal Funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s) through this RFP, including any purchase orders issued under said contract(s).

**Eligible Respondents:** Respondents who can meet the technical specifications for quality and other terms of this RFP, who are not debarred and/or suspended from conducting business with IDEA by federal and state-funded agencies and have the right to transact business in Texas are invited to respond. A prospective Vendor must affirmatively demonstrate responsibility and good standing.

## PART I – CURRENT CONDITIONS/BACKGROUND

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**Project Background:** IDEA Public Schools is seeking K-12 Math and English Language Arts Tutoring services for the Greater Houston Region of IDEA Public Schools. We hope these improvements will implement high-dosage tutoring across our six schools with the expectation of significant growth in student performance due to the tutoring program. IDEA Public Schools will actively advocate for investment from Principals and regional Superintendents for student success.

IDEA Public Schools (IDEA) is seeking proposals from qualified firms to implement experienced tutors who have worked in several Texas school districts, such as HISD, Spring ISD, and Charter schools in the Houston area experienced in successfully increased STARR test scores and overall GPA. As part of this RFP, the Proposer shall provide successful historical data in Math and English Language Arts Tutoring and plans for future improvements due to the submitted tutoring plans.

**IDEA Vision:** This project is intended to provide an immersive and unique experience for students at our Houston area campuses, including all required functionality to support students in the dynamic IDEA environment.

**Introduction:** IDEA Public Schools (“IDEA”) is a Texas nonprofit corporation and a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open-enrollment charter holder, governmental entity, and public school system. IDEA prepares Texas students from underserved communities for success in college and citizenship. IDEA is a growing network of 123 high-performing charter schools serving approximately 67,988 students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions.

IDEA’s mission 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 the first graduating class in 2007, 100% of 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.

*Note: While IDEA’s affiliates serve students in other states, this Request for Proposals and any subsequent contract is only for goods or services provided to IDEA’s Texas-based charter school and campuses.*

## PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

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**Proposal Specifications:** The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use objective criteria specified in this solicitation to review Proposals and potentially make multiple awards, if deemed in the best interest of IDEA, in its sole discretion.

**Locations:**

Hardy Academy: 1930 Little York Road, Houston, TX 77093

Hardy College Prep: 1930 Little York Road, Houston, TX 77093

Lake Houston Academy: 5627 S Lake Houston Parkway, Houston, TX 77049

Lake Houston College Prep: 5627 S Lake Houston Parkway, Houston, TX 77049

Spears Academy: 2010 Spears Rd, Houston, TX 77067

Spears College Prep: 2010 Spears Rd, Houston, TX 77067

## Definitions:

**Campus Liaison** - campus English Language Arts (ELA) and Mathematics (Math) point of contact(s) to support tutors and teachers.

IDEA is seeking to procure the following goods and/or services for **(6 IDEA Houston campuses:** Hardy Academy: 1930 Little York Road, Houston, TX 77093; Hardy College Prep: 1930 Little York Road, Houston, TX 77093; Lake Houston Academy: 5627 S Lake Houston Parkway, Houston, TX 77049; Lake Houston College Prep: 5627 S Lake Houston Parkway, Houston, TX 77049; Spears Academy: 2010 Spears Rd, Houston, TX 77067; Spears College Prep: 2010 Spears Rd, Houston, TX 77067). Vendors should be able to provide and/or adhere to the following:

- Render tutoring services at scale in alignment with the principles of high-impact tutoring (HB 1416).
- ELA and Math tutors will vary per campus, Vendors will need to be able to adjust upon request/needs. (Please see Price Sheet)
- Tutors who will prioritize the IDEA Academies on Mondays & Wednesdays, and the IDEA College Preparators on Tuesdays & Thursdays.
- Tutors who will provide a minimum of two (2) sessions per week for each student, with a recommended maximum ratio of four (4) students per one (1) tutor.
- Tutoring sessions that will be allocated 50–60 minutes and should be embedded in the school day, Tutors will transition to a new group following each session.
- Tutoring session that should consist of:
  - Do now (5 minutes)
  - Daily objective tutorial (25 minutes)
  - Daily basic skills practice (20 minutes)
    - Basic skills lessons will be based on students’ pre-requisite skill gaps.
- Tutors will be required to Collaborate with teachers, sparking the integration of classroom content into tutorials. Reinforcing objectives helps ensure school goals are met. Education analytics and data tracking should be available consistently.
- Vendors who will ensure tutors partner closely with schools to design physical spaces for de-escalation, facilitate mentoring programs, and match students with licensed professional counselors based on need when applicable.
- Tutors will work to deliver training and capacity-building workshops directly to school staff members. Including restorative practices for Educators and School Resource Officers, Integrating Social Emotional Learning with Academics, Diversity, Equity, and Inclusion.
- Vendors should ensure a sufficient number of tutors are immediately available and those tutors meet eligibility requirements before service.

## Technical Specifications and Deliverables:

1. Review program implementation with Principals.
2. Identify Campus Liaison.
3. Identify designated locations for tutors to conduct Tutoring Sessions.
4. Identify students for ELA tutorials and Math tutorials.
5. Academy should identify students in grades 3, 4, & 5 for Lake Houston, Hardy, and Spears campuses.
6. College Prep should identify students in grades 6, 7, 8, & 9 for Lake Houston, 6, 7, 8, 9 & 10 for Hardy, and 6, 7, 8, 9, & 10 for Spears for the 2024-2025 school year.
7. College Prep campuses are scaling campuses meaning that they add a grade level each year.

- Lake Houston College Prep campus will have 6, 7, 8, 9, & 10 for 2025-2026 school year; 6, 7, 8, 9, 10, & 11 for 2026-2027 school year; 6, 7, 8, 9, 10, 11, & 12 for 2027-2028 school year.
- Hardy College Prep campus will have 6, 7, 8, 9, 10, & 11 for the 2025-2026 school year; 6, 7, 8, 9, 10, 11, & 12 for the 2026-2027 school year.
- Spears College Prep campus will have 6, 7, 8, 9, 10, & 11 for the 2025-2026 school year; 6, 7, 8, 9, 10, 11, & 12 for the 2026-2027 school year.

8. Draft tutorial schedule for sessions at a maximum of four (4) students for tutorial sessions.

9. Plan onboarding for campus tutors upon Contract Execution.

10. Supply tutors with instructional resources.

11. Submit parent letters for students selected for tutoring.

**Performance Requirements:** The specifications included above are minimum basic requirements.

- a) The scope of work includes the goods and/or services IDEA intends to procure.

**2024-2025 Academic Calendar (Greater Houston)**

**IDEA Public Schools** **2024-25 ACADEMIC CALENDAR** **GREATER HOUSTON**

JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
<b>7/29/24-8/9/24</b> Professional Development	<b>7/29/24-8/9/24</b> Professional Development <b>8/2/24</b> Student-Family Engagement Day <b>8/12/24</b> First Day Of School	<b>9/2/24</b> District Vacation - Labor Day <b>9/13/24</b> Professional Development	<b>10/10/24</b> Professional Development <b>10/11/24</b> District Vacation <b>10/14/24</b> District Vacation - indigenous People Day <b>10/18/24</b> End of Quarter	<b>11/5/24</b> Early Release Day <b>11/25/24-11/29/24</b> District Vacation - Thanksgiving Break	<b>12/23/24-12/31/24</b> District Vacation - Winter Break
JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
S M T W T F S 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
<b>1/1/25-1/3/25</b> District Vacation - Winter Break <b>1/6/25-1/7/25</b> Professional Development <b>1/10/25</b> End of Quarter <b>1/20/25</b> District Vacation - MLK Day	<b>2/17/25</b> District Vacation	<b>3/10/25-3/14/25</b> District Vacation - Spring Break <b>3/17/25</b> Professional Development <b>3/28/25</b> End of Quarter	<b>4/18/25</b> District Vacation	<b>5/22/25</b> Last Day of School End of Quarter Early Release Day <b>5/23/25</b> Teacher Work Day <b>5/26/25</b> District Vacation - Memorial Day	

**CALENDAR KEY**

- ★ FIRST/LAST DAY OF SCHOOL
- ▲ PROFESSIONAL DEVELOPMENT
- EARLY RELEASE DAYS
- ☁ BAD WEATHER DAYS
- ★ TEACHER WORK DAYS
- 🏠 DISTRICT VACATIONS
- END OF QUARTER
- 👨‍👩‍👧‍👦 STUDENT-FAMILY ENGAGEMENT DAY

\*This calendar is subject to change pending updates made in surrounding school districts and inclement weather. Date issued: February 26, 2024.

**Contract Term:** The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of IDEA and the selected Vendor. The initial term is expected to begin on or about August 1, 2024, for a period of one year. IDEA may choose to renew this contract for up to an additional two one-year periods. IDEA shall provide written notice to the selected Vendor(s) at least thirty (30) days in advance of expiration informing Vendor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor is unable to renew the contract, the Vendor shall provide IDEA with written notice according to the instructions provided in the renewal notice.

**Insurance Requirements:** No Insurance Requirements as to IDEA. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. The insurance coverage specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor 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 RFP and Agreement.

Vendor shall keep in full force and effect the following minimum limits of insurance (or higher):

- i) General Liability: Vendor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: **\$1,000,000** per occurrence and **\$2,000,000** general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor or anyone directly or indirectly employed by Vendor. Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.
- ii) Cyber Liability and Technology Professional Liability Errors and Omissions: Vendor shall maintain coverage appropriate to Vendor's/Contractor's work under this Agreement, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of IDEA in the care, custody, or control of Vendor.
- iii) Workers' Compensation: Vendor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

Each insurance policy to be furnished by the successful Vendor shall include "IDEA Public Schools" as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.

Additionally, each insurance policy shall, by endorsement to the policy, include 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.

Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor shall keep the required insurance coverage in effect at all times during the term of the Agreement, and any subsequent extensions.

## PART III – PROPOSAL SUBMISSION & REQUIREMENTS

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**Proposal Response Requirements:** Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal **must have been submitted on time** and **must materially satisfy all mandatory requirements** identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda, or other critical information relating to this RFP.

**Required Proposal Format:** To be considered, the Proposal must be prepared according to the following instructions and should include the following information and content. Failure to include these items may result in disqualification.

1. **Cover Page** Complete and insert **Attachment A**
2. **Executive Summary** Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor's experience as it relates to the specifications of the RFP.
3. **Summary of Experience & Qualifications** Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in a school setting.
4. **Proposal Response to Scope of Work and Performance Requirements** (including project management and implementation plan and timeline) Respondent shall provide a description of goods and/or services and capabilities as outlined in this RFP. Include the following information in this section:
  - a. A description of the approach that will be taken pertaining to project management and implementation.
  - b. Detailed description of the goods and/or services to be provided, as applicable.
  - c. Project organization and staffing specific to this project (including qualifications).
  - d. Project work plan and schedule including any application duration of services (i.e., initiation date and frequency).
  - e. The campus location(s) where goods and/or services will be provided (if not provided to all locations in Texas).
5. **Cost Summary** Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, Respondent shall state **"No costs to IDEA"**. Utilize **Attachment K** for proposed pricing.
6. **Required Forms- ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED**
  - Attachment A – Cover Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
  - Attachment B – Vendor Acknowledgement
  - Attachment C – Insurance or Bonding Requirements
  - Attachment D – IDEA Conflict of Interest Form
  - Attachment E – Texas Ethics Commission Form CIQ



- Attachment F – Felony Conviction Disclosure Statement
- Attachment G – Certification Regarding Lobbying
- Attachment H – Contract Provisions for Contracts Involving Federal Funds
- Attachment I – Reference Sheet
- Attachment J – Litigation, Terminations, Claims
- Attachment K – Proposed Pricing
- Attachment L – IRS Form W-9
- Attachment M – Deviations and Exceptions
- Attachment N – Testing Results

- 7. **Appendix IX:** Appendices
- 8. **Appendix A** Independent Contractor Agreement
- 9. **Part X:** Addenda

## **PART IV – EVALUATION CRITERIA**

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In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s) whose Proposal(s) is/are determined to be the most advantageous to IDEA. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements of this RFP.

### **Competitive Selection and Proposal Evaluation**

This is a negotiated procurement and as such, an award will not necessarily be made to the lowest-priced Proposal. The award will be made to the Vendor submitting the best responsive Proposal satisfying IDEA’s requirements, price, and other factors. If 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, as reflected in the below evaluation criteria. IDEA may request any or all Vendors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal. IDEA’s Board will make the final decision on whether and to whom a contract is to be awarded.

Non-responsive or disqualified Proposals will not be eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to not meeting the requirements of the proposal, receipt of the Proposal after the date/time posted; failure to sign the Proposal; and/or failure to include one or more Conditions of Service/Term Agreement.

IDEA reserves the right to reject any use of Vendor terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of Offeror's form of agreement.

<b>Points</b>	<b>Evaluation Criteria</b>
<b>40 Points</b>	<b>Cost Proposal</b>
<b>25 Points</b>	<b>The extent to which the goods or services meet IDEA’s needs</b>
<b>15 Points</b>	<b>Reputation of the Vendor</b>
<b>15 Points</b>	<b>Testing Results</b>
<b>5 Points</b>	<b>Contract Terms</b>
<b>100 Points</b>	<b>Total Possible Score</b>

## Explanation of Evaluation Criteria:

**Cost Proposal (40 pts):** Price and total long-term cost to IDEA to acquire goods and/or services. (Attachment K – Proposed Pricing)

**The following formula will be used to determine cost points for scoring when applicable:**

*Formula:*

$$(\text{Lowest Proposed Price} / \text{Proposed Price}) \times \text{Assigned Points}$$

*Example Price Proposals and scoring results based on a 40-point scale:*

### **Proposer Proposed Price Score**

Proposer A \$ 10,000.00 ->  $(\$10,000.00 / \$10,000.00) \times 40 = 40$  pts

Proposer B \$ 10,500.00 ->  $(\$10,000.00 / \$10,500.00) \times 40 = 38.10$  pts

Proposer C \$ 25,000.00 ->  $(\$10,000.00 / \$25,000.00) \times 40 = 16$  pts

**The extent to which the goods or services meet IDEA’s needs (25 pts):** Quality of goods and/or services, the extent to which goods and/or services meet IDEA’s needs and performance requirements, Respondent’s principal place of business as related to the ability to perform requirements of this RFP.

**Reputation of the Vendor (15 pts):** The reputation of the Respondent’s goods and/or services, Respondent’s past relationship with other customers including Texas public schools. (Attachment I – Reference Sheet)

**Testing Results (15 pts):** The testing results of previous tutoring services. The vendor provides comprehensive, independently verified data showing a significant increase in student testing scores across multiple schools or districts. The data includes before-and-after comparisons. (Attachment N – Testing Results)

**Contract Terms (5 pts):** Vendor has valid references for projects similar to the scope of this RFP as well as an extensive client base.

## **PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT**

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**GENERAL TERMS AND CONDITIONS:** The Vendor agrees to the General Terms and Conditions of this solicitation and in case of conflict with other documents provided by the Vendor, these General Terms and Conditions take precedence and prevail unless Vendor specifically requests a variance and IDEA Public Schools, Inc. agrees to such changes in writing.

## **PART VI - SUPPLEMENTAL TERMS AND CONDITIONS**

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**Confidential and/or Proprietary Information:** Vendor acknowledges that it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to IDEA. For purposes of this Agreement, “Confidential Information” shall include but not be limited to:

1. Information relating to IDEA’s financial, regulatory, personnel, or operational matters.
2. Information relating to IDEA’s clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.

3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
4. Contracts, product plans, sales and marketing plans, and business plans.
5. All information not generally known outside of IDEA's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from IDEA or its agents.
6. The term "Confidential Information" does not include the following:
  - a. Information available to the public through no wrongful act of the receiving party.
  - b. Information that has been published.
  - c. Information required in response to subpoena, court order, court ruling, or by law.

Vendor agrees that it will not, at any time during or after the termination of this Agreement, use or disclose any Confidential Information or trade secrets of IDEA to any person or entity for any purpose whatsoever without the prior written consent of IDEA, unless and except as otherwise required by applicable federal or state law or court order. Vendor agrees to release to IDEA all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

**Identity Theft Protection:** If Vendor will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

1. Vendor agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor agrees that "personal identifying information" and "sensitive personal information" will be collected only as necessary and in conjunction with this Agreement and will be restricted in its distribution and accessibility such that only authorized representatives of Vendor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, "personal identifying information" and "sensitive personal information" will be disposed of through secure means, such as shredding paper files and erasing electronic files.
2. Vendor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not "personal identifying information" or "sensitive personal information"; (iii) that is obtained by Vendor from third parties without restrictions on disclosure and is not obviously "personal identifying information" or "sensitive personal information"; or (iv) is required to be disclosed by order of a court or other governmental entity.
3. Vendor stipulates that this Agreement does not convey ownership of "personal identifying information" or "sensitive personal information" provided by IDEA under this Agreement.
4. If Vendor becomes aware of a disclosure or security breach concerning any "personal identifying information" or "sensitive personal information" covered by this Agreement, Vendor shall immediately notify IDEA and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at IDEA's sole discretion, result in IDEA's immediately terminating this Agreement without financial penalty.

**Payment and Performance Bonds:** If required pursuant to Texas Government Code Chapter 2253 related to performing public works, and prior to commencing any work pursuant to this Agreement or any Purchase Order,

the Vendor shall provide Payment and Performance bonds equal to the total cost of the approved project. This shall be at the sole cost and expense of the Vendor.

**Privacy of Employee or Student Data:** When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply, and Vendor will enter into a Data Sharing Agreement provided by IDEA:

1. **General Guidelines.** The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g. IDEA has determined that Vendor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA’s students who receive the services, and that Vendor is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor’s/Contractor’s obligations under this Section shall survive the termination or expiration of this Agreement.
2. **Definition of “Student Data”:** “Student Data” includes all Personally Identifiable Information (“PII”) and other non-public information and includes, but is not limited to, student data, metadata, and user content.
3. **Collection and Use of Student Data:** Vendor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
4. If Vendor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
5. **Data De-Identification:** Vendor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.
6. **Marketing and Advertising:** Vendor will not use any Student Data to advertise or market to students or their parents.
7. **Modification of Terms of Service:** Vendor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from IDEA.
8. **Student Data Sharing:** Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.
9. **Access and Transfer or Destruction:** Any Student or Employee Data held by the Vendor will be made available to IDEA upon request by IDEA. Vendor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor may have transferred Student or Employee Data are destroyed or transferred to IDEA when the Student or Employee Data is no longer needed for its specified purpose, at the request of IDEA.
10. **Rights and License In and To Student or Employee Data:** The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.

11. **Security Controls:** Vendor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of IDEA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.

## **PART VII – REQUIRED ATTACHMENTS**

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Attachment A – Cover Page.  
Attachment B – Vendor Acknowledgement  
Attachment C – Insurance or Bonding Requirements  
Attachment D – IDEA Conflict of Interest Form  
Attachment E – Texas Ethics Commission Form CIQ  
Attachment F – Felony Conviction Disclosure Statement  
Attachment G – Certification Regarding Lobbying  
Attachment H – Contract Provisions for Contracts Involving Federal Funds  
Attachment I – Reference Sheet  
Attachment J – Litigation, Terminations, Claims  
Attachment K – Proposed Pricing  
Attachment L – IRS Form W-9  
Attachment M – Deviations and Exceptions  
Attachment N – Testing Results

Appendix IX: Appendices

Appendix A: Independent Contractor Agreement

Part X: Addenda

Attachment A – Title Page



**A Proposal Submitted in Response to  
IDEA’s Request for Proposals  
RFP #43-HTS-0824 for Houston Tutoring Services**

Submitted By:

\_\_\_\_\_  
(Full Legal Name of Vendor)

Vendor dba (if applicable): \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Additional Requirements:

The proposal must include the name of each person with at least 25% ownership of the business.

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

On:

\_\_\_\_\_  
(Date of Proposal Submission)

## Attachment B – Vendor Acknowledgement

**The undersigned representative of the proposing organization indicated below hereby acknowledges and affirms that;**

1. I am authorized to enter into a contractual relationship on behalf of the proposing organization indicated below.
2. I have carefully examined and accept the general terms and conditions located at [Procurement & Contract Services - IDEA Public Schools](#) in addition to the specifications and supplemental terms and conditions (if applicable) included in this solicitation.
3. Neither the respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, has in any way collude, conspired, or agreed, directly or indirectly with any person, corporation, or other respondent or potential respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response.
4. No attempt has been or will be made by the firm's officers, employees, or agents to lobby, directly or indirectly, IDEA Board of Directors, or any employee involved in this procurement activity.
5. If all or any part of this proposal is accepted, the vendor shall provide all products/services at the prices quoted and in strict compliance with all terms and conditions associated with this solicitation.
6. The proposing organization is in compliance with all applicable federal, state and local codes, laws and statutes.

Vendor Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

## Attachment C – Evidence of Insurance

MINIMUM INSURANCE COVERAGE & LIMITS FOR VENDORS AND PROFESSIONAL SERVICE PROVIDERS			
Type of Contractor	Required Coverage	Required Coverage Limits	Other
Speakers, Presenters, Judges, DJ, Decoration and Photobooth Vendors (This is not an all-inclusive list)	NA	NA	Hold Harmless Agreement
Charter Bus Services	Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Medical Expenses: \$5,000	Additional Insured and Waiver of Subrogation Endorsement
	Automobile Liability	Combined Single Limit or Umbrella Liability (excess) \$5,000,000 Uninsured Motorist: \$100,000 Medical Payments or Personal Injury Protection: \$5,000	Additional Insured and Waiver of Subrogation Endorsement
Maintenance/Repair (painting, plumbing, HVAC, roofing, landscape, etc.)  Service Providers (copier/fax service, computers, security, equipment vendors, etc.)	Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Personal and Advertising Injury: \$500,000	Additional Insured Endorsement
	Automobile Liability Including: <input type="checkbox"/> Owned Vehicles <input type="checkbox"/> Non-Owned Vehicles <input type="checkbox"/> Hired Vehicles <i>(Required for vehicles driven on school property)</i>	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: \$500,000	Waiver of Subrogation Endorsement

<b>Vendor General Insurance Requirements</b>	Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Personal and Advertising Injury: \$500,000	Additional Insured Endorsement
	Automobile Liability Including: <input type="checkbox"/> Owned Vehicles <input type="checkbox"/> Non-Owned Vehicles <input type="checkbox"/> Hired Vehicles <i>(Required for vehicles driven on school property)</i>	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: \$500,000	Waiver of Subrogation Endorsement

**For the contractor categories below, the following coverages may apply in addition to the general insurance requirements listed above:**

Welders, plumbers (work with open flames)	Fire Damage	Each Occurrence: \$1,000,000	Additional Insured Endorsement
Hazardous Materials, Waste Haulers, Pest Control, etc.	Pollution Liability (May require project-specific coverage)	Each Occurrence: \$1,000,000	Additional Insured Endorsement
Professional Services (accountants, architects, attorneys, education consultants, etc.)	Professional Liability	General Aggregate: \$2,000,000 Each Occurrence: \$1,000,000 Abuse of Molestation (If applicable) \$1,000,000	Additional Insured Endorsement
Nurses, therapists, medical providers	Professional Liability or Medical Malpractice (as applicable)	General Aggregate: \$3,000,000 Each Occurrence: \$1,000,000 Abuse of Molestation: (If applicable) \$1,000,000	Additional Insured Endorsement
Payroll company, Data managers	Cyber Liability	Each Occurrence \$1,000,000	Additional Insured Endorsement

The Additional Insured Endorsement language must name as follows: IDEA Public Schools, 2115 W. Pike Blvd, Weslaco, TX 78596.  
Please [click here](#) to see a COI Example.



## Attachment D – 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.

---

Legal Vendor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment E – Texas Ethics Commission Form CIQ

The respondent must fill out the Conflict-of-Interest Form CIQ and submit it with their proposal. The Conflict-of-Interest Form CIQ and instructions can be found at the following link:

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

### 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.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**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.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  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.

\_\_\_\_\_  
 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.

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?

Yes       No

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?

Yes       No

**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**  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**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

## Attachment F – Felony Conviction Disclosure Statement

IDEA Public Schools (“IDEA”) requires a person or business entity that enters into a contract with IDEA for the provision of goods or services to give advance notice to IDEA if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.

IDEA may terminate a contract with a person or business entity if IDEA determines that the person or business entity failed to give such notice or misrepresented the conduct resulting in the conviction.

*NOTE: This notice statement is not required of a publicly held corporation.*

**Please mark the appropriate choice below:**

- This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.
- This business entity is not owned nor operated by anyone who has been convicted of any felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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:

\_\_\_\_\_

I, the undersigned agent for the business entity named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor Business (DBA) Name: \_\_\_\_\_

Name of Authorized Company Official (Print): \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment G – 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:

- 1) 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.
- 2) 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.
- 3) 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.

---

Legal Vendor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment H – Contract Provisions for Contracts Involving Federal Funds

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

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA 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 IDEA 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. IDEA 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. IDEA 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. IDEA 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 IDEA 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.

## Attachment H – Contract Provisions for Contracts Involving Federal Funds (cont'd)

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*. IDEA and its 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.
12. *Buy America Act*. Federally funded projects creates a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

Attachment H – Contract Provisions for Contracts Involving Federal Funds (cont'd)

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

\_\_\_\_\_  
Legal Vendor Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Representative



## Attachment I – Reference Sheet

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools, or ISDs) that have used your services. Preferably the Respondent shall list references for any projects completed in the past 5 years that are similar to the scope of work in this Solicitation. If additional space is required, attach additional pages hereto. IDEA would prefer some of the references to be new customers in the last year, and Texas clients/organizations are preferred:

1. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name Dates of Contract

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Phone Number Email Address

\_\_\_\_\_  
Project Scope

2. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name Dates of Contract

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Phone Number Email Address

\_\_\_\_\_  
Project Scope

3. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name Dates of Contract

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Phone Number Email Address

\_\_\_\_\_  
Project Scope

## Attachment J – Litigation, Terminations, Claims

Respondent shall list any project completed in the past five years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before the expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. If additional space is required, attach additional pages hereto.

1. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that no claims, litigations, or terminations have been filed against my company in the past 5 years.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## Attachment K – Proposed Pricing

Respondent shall provide pricing/price schedule. Please indicate No Bid on Items you wish not to Bid on. Excel sheet is attached. Only columns G, J, N, and O (in white) can be filled out.

43-HTS-0824 Price Sheet															
2024-2025 School Year															
IDEA Greater Houston Campus	Address	Grades	Duration (per session in hours)	Number of Sessions Per Day	English Language Arts (ELA) Tutor	Hourly Rate per ELA Tutor	ELA Tutor Total(s)	Mathematics Tutors	Hourly Rate per Math Tutor	Math Tutor Total(s)	# of Days a Week	# of Weeks	Additional Fees	Explanation of Fees	Totals
Hardy Academy	1930 Little York Road, Houston, TX 77093	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Hardy College Prep	1930 Little York Road, Houston, TX 77093	6, 7, 8, 9, & 10	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Lake Houston Academy	5627 S Lake Houston Parkway, Houston, TX 77049	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Lake Houston College Prep	5627 S Lake Houston Parkway, Houston, TX 77049	6, 7, 8, & 9	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Spears Academy	2010 Spears Rd, Houston, TX 77067	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Spears College Prep	2010 Spears Rd, Houston, TX 77067	6, 7, 8, 9, & 10	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
															\$0.00
2025-2026 School Year															
IDEA Greater Houston Campus	Address	Grades	Duration (per session in hours)	Number of Sessions Per Day	English Language Arts (ELA) Tutor	Hourly Rate per ELA Tutor	ELA Tutor Total(s)	Mathematics Tutors	Hourly Rate per Math Tutor	Math Tutor Total(s)	# of Days a Week	# of Weeks	Additional Fees	Explanation of Fees	Totals
Hardy Academy	1930 Little York Road, Houston, TX 77093	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Hardy College Prep	1930 Little York Road, Houston, TX 77093	6, 7, 8, 9, 10, & 11	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Lake Houston Academy	5627 S Lake Houston Parkway, Houston, TX 77049	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Lake Houston College Prep	5627 S Lake Houston Parkway, Houston, TX 77049	6, 7, 8, 9, & 10	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Spears Academy	2010 Spears Rd, Houston, TX 77067	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Spears College Prep	2010 Spears Rd, Houston, TX 77067	6, 7, 8, 9, 10, & 11	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
															\$0.00
2026-2027 School Year															
IDEA Greater Houston Campus	Address	Grades	Duration (per session in hours)	Number of Sessions Per Day	English Language Arts (ELA) Tutor	Hourly Rate per ELA Tutor	ELA Tutor Total(s)	Mathematics Tutors	Hourly Rate per Math Tutor	Math Tutor Total(s)	# of Days a Week	# of Weeks	Additional Fees	Explanation of Fees	Totals
Hardy Academy	1930 Little York Road, Houston, TX 77093	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Hardy College Prep	1930 Little York Road, Houston, TX 77093	6, 7, 8, 9, 10, 11, & 12	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Lake Houston Academy	5627 S Lake Houston Parkway, Houston, TX 77049	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Lake Houston College Prep	5627 S Lake Houston Parkway, Houston, TX 77049	6, 7, 8, 9, 10, & 11	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Spears Academy	2010 Spears Rd, Houston, TX 77067	3, 4, & 5	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
Spears College Prep	2010 Spears Rd, Houston, TX 77067	6, 7, 8, 9, 10, 11, & 12	1	6	3		\$0.00	3		\$0.00	2	30			\$0.00
															\$0.00

## Attachment L – IRS Form W-9

Respondent must fill out the W-9 and submit with its Proposal. The W-9 form and instructions can be obtained at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form <b style="font-size: 24pt;">W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<b>Give Form to the requester. Do not send to the IRS.</b>	
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
<b>2</b> Business name/disregarded entity name, if different from above			
Print or type. See Specific Instructions on page 3.	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code		
	<b>7</b> List account number(s) here (optional)		
	_____		

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
<b>Social security number</b> [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]	<b>Employer identification number</b> [ ][ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ]
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## Attachment M – Deviations and Exceptions

If the undersigned Vendor intends to deviate from the specifications listed in this RFP, all such deviations must be listed on this page (and attachments as necessary), with complete and detailed conditions and information included or attached. IDEA will consider any deviation in its RFP award decisions, and IDEA reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions. ***Please note that deviations and variations are strongly discouraged and may be grounds for Proposal rejection at IDEA’s sole discretion.***

In the absence of any deviation entry on this form the Vendor assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP.

The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP without deviation and exception.

The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP except as follows:

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*(For additional deviations and exceptions, refer to additional pages attached herewith.)*

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Legal Vendor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment N – Testing Results

Respondent shall provide the testing results of previous tutoring services. Vendor provides comprehensive, independently verified data showing a significant increase in student testing scores across multiple schools or districts. The data includes before-and-after comparisons.

Attach the testing results here below or in a separate file.

## Part IX: APPENDICES

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The appendices included in this section contain information relevant to this RFP and to the preparation of a responsive Proposal.

*(The rest of this page was intentionally left blank.)*

## Appendix A: Independent Contractor Agreement

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## Part X: ADDENDA

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Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addendum. It is the responsibility of Respondent prior to submitting a Proposal to determine whether an addendum was issued by checking IDEA's website: <https://ideapublicschools.org/our-story/finance-budget/>. All Respondents shall comply with the requirements specified in any addendum.

*(The rest of this page was intentionally left blank.)*

**END OF IDEA PUBLIC SCHOOLS RFP**