

TEXAS



Request for Proposal

**#1-SNSRY-0924 for Special Education
Sensory Coaching & Consulting**

**Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596**

solicitations@ideapublicschools.org

IDEA
Public Schools

Contents

PART I – CURRENT CONDITIONS/BACKGROUND	4
PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL.....	4
PART III – PROPOSAL SUBMISSION & REQUIREMENTS.....	8
PART IV – EVALUATION CRITERIA.....	9
PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT.....	11
PART VI - SUPPLEMENTAL TERMS AND CONDITIONS	11
PART VII – REQUIRED ATTACHMENTS.....	15
Attachment A – Title Page.....	15
Attachment B – Vendor Acknowledgement.....	16
Attachment C – Evidence of Insurance	17
Attachment D – IDEA Conflict of Interest Form	18
Attachment E – Texas Ethics Commission Form CIQ.....	19
Attachment F – Felony Conviction Disclosure Statement.....	21
Attachment G – Certification Regarding Lobbying.....	22
Attachment H – Contract Provisions for Contracts Involving Federal Funds	23
Attachment I – Reference Sheet	26
Attachment J – Litigation, Terminations, Claims.....	27
Attachment L – IRS Form W-9	29
Attachment M – Deviations and Exceptions	30
Attachment N – Vendor Questionnaire	31
Attachment O – Geographic Coverage Questionnaire.....	32
Part IX: APPENDICES.....	34
Appendix A: Independent Contractor Agreement	35
Part X: ADDENDA.....	36
Request for Proposal Completion Checklist.....	37

Procurement Specialist: **Delilah Veliz**

Email: delilah.veliz@ideapublicschools.org

Purpose of Request for Proposal (RFP): This RFP is intended to provide in-person and virtual sensory coaching, training, and consulting for special education teachers, students, and parents at our Upper Rio Grande Valley, Middle Rio Grande Valley, Lower Rio Grande Valley, San Antonio, Austin, El Paso, Tarrant County, and Greater Houston area campuses. IDEA is seeking to award one vendor who has expertise in increasing sensory integration and regulation in a school setting to promote meaningful inclusion for students. The successful respondent must be able to provide the goods and services while meeting the cadence requirements listed in the RFP for sensory consultations, sensory training, and sensory coaching to all regions/campuses specified in **Attachment O**.

Timeline:

First Advertisement Date/Issue Date:	Friday, July 19, 2024
Second Advertisement Date:	Friday, July 26, 2024
Pre-Proposal Meeting:	Monday, July 29, 2024, at 10:00 AM CST
Respondent Question Cut-Off Date:	Tuesday, July 30, 2024, at 12:00 PM CST
Questions Response from IDEA:	Friday, August 2, 2024
Solicitation Closing Date & Time:	Monday, August 19, 2024, at 2:00 PM CST
Anticipated Evaluation Period:	August 22 – August 26, 2024
Anticipated Board Meeting & Approval:	September 19, 2024
Initial Proposed Contract Term:	September 30, 2024-September 30, 2025
Renewal 1:	September 30, 2025-September 30, 2026

Pre-Proposal Conference

A pre-proposal meeting will be held at 10:00 AM CST via Microsoft Teams video conference on Monday, July 29, 2024. Please submit (in writing) any questions regarding this RFP to 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: 293 342 126 828

Passcode: X88VT3

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

IDEA Public Schools
RFP #1-SNSRY-0924
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596

Note: Faxed or emailed Proposals will not be accepted.

Funding Type: IDEA will utilize **grant 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

Project Background: Successful Outcomes through Autism Resources (SOAR) is an integrated approach to improving functional and academic outcomes at the district, regional, and campus level for students with autism spectrum disorders. Through these Innovative Services for Students with Autism Grant Award Cycle 2 Program, IDEA Public Schools will be able to provide innovative services to a projected 1,200 students diagnosed with Autism, professional development training and support to 100 special education teachers, 150 paraprofessionals and 1,200 parents/guardians, and also provide 185 special education classrooms with technology and sensory integration upgrades to create a conducive environment. Sensory integration (SI) was validated by the American Journal of Occupational Therapy (Pfeiffer, 2018) to improve outcomes in social responsiveness, functional motor skills, and social-emotional factors. IDEA will not only continue to modify each elementary, middle, and high school life skills classroom in the selected regions but train teachers and parents in SI techniques.

IDEA Vision: This project is intended to provide sensory coaching, training, and consulting for special education teachers, students, and parents at our Upper Rio Grande Valley, Middle Rio Grande Valley, Lower Rio Grande Valley, San Antonio, Austin, El Paso, Tarrant County, and Greater Houston area campuses as specified in this RFP.

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

Proposal Specifications: The following describes the services and performance requirements that the successful Respondent will be required to meet. IDEA will use objective criteria specified in **Part IV – Evaluation Criteria** of this solicitation to review Proposals and potentially make one award, if deemed in the best interest of IDEA, in its sole discretion. The awarded vendor **MUST** provide in-person services. The successful respondent must be able to provide the goods and services while meeting the cadence requirements listed below for sensory consultations, sensory training, and sensory coaching to all regions/campuses specified in **Attachment O**. IDEA is seeking to award a vendor who has expertise in increasing sensory integration and regulation in a school setting to promote

meaningful inclusion for students. **Respondents must provide Dunn's Model and summary of approach detailing how IDEA's vision to the program will be met.**

IDEA is seeking to procure the following goods and services:

Sensory Consultations

- **Format:** Provided virtually
- **Deliverables:** Summary of findings from campus visits presented to IDEA's Special Programs Director and/or district staff.
 - **Components:**
 - **Monthly meetings:** Sensory consultation meetings with the special programs regional team
 - **Collaboration:** Meetings by region with IDEA's regional Board-Certified Behavior Analyst (BCBA) and special programs director to discuss progress on coaching visits and trainings
 - **Grant Support:** Troubleshoot regional sensory needs under the Innovative Services for Students with Autism Cycle 2 grant.

Sensory Training

- **Purpose:** Provide professional development for professionals and caregivers in topics related to sensory integration
- **Audience:** IDEA staff and parents
 - **Components:**
 - **Professional Development:** Minimum of 12 parent trainings and 10 staff trainings per school year
 - **Delivery:** Virtual and/or in-person training using PowerPoint presentations, printed resources, role play, and make & take sensory activities
 - **Parent Training:** In-person trainings throughout the school year (2-4 trainings per region)

Sensory Coaching

- **Format:** In-person, in-classroom coaching
- **Purpose:** Provide feedback to special education teachers and staff on sensory equipment and materials to support student success
 - **Components:**
 - **Visits:** In-person coaching visits to special education classrooms in specified regions/campuses found in Attachment O (approximately 180 classrooms)
 - **Frequency:** 2-5 coaching visits per month
 - **Strategies:** Include sensory integration and sensory regulation strategies
 - **Interactive Training:** Opportunities for IDEA staff to attempt strategies with immediate feedback
 - **On-the-Spot-Training:** In-person training with IDEA students present
 - **Video Resources:** Video modeling of sensory strategies as a resource for IDEA staff

Responsibilities

Vendor Responsibilities:

- **Documentation:** Provide coaching visit notes recapping strategies reviewed, progress of implementation, and next steps for the teacher
- **Monthly Meetings:** Attend monthly sensory consultation meetings with the special programs regional team
- **Invoicing:** Submit invoices for services rendered by the 2nd business day of the next calendar month

IDEA Special Programs Staff Responsibilities:

- **Support:** Provide campus details and assist the vendor with navigating initial visits
- **Troubleshooting:** Address any campus concerns

IDEA seeks to award one vendor capable of providing the above-mentioned goods and services to all regions and campuses specified in **Attachment O**.

Qualifications

Requirements for performing sensory coaching, training, and consulting services:

- **Certifications:** Must be submitted with each proposal
- **Forms:** Complete **Attachment N – Vendor Questionnaire** and **Attachment O – Geographic Coverage Questionnaire** of this RFP
- **Summary of Approach:** Provide Dunn’s Model and summary of approach detailing how IDEA’s vision of the program will be obtained using their proposal submission

Occupational Therapist

- a. **Primary Purpose:** Provide on-site coaching visits, parent/staff training, and consultation to enhance sensory integration for students serviced under the Autism Grant
- b. **Education/Certification Qualifications:** A bachelor’s degree in occupational therapy from a university certified by the ACOTE (Accreditation Council for Occupational Therapy Education) or AOTA (American Occupational Therapy Association). Certified by the National Board for Certification
Certification(s) must be provided upon submission of proposal
- c. **Major Responsibilities and Duties:** Provide in person coaching in RISE spaces, in person parent training, in person and virtual staff training as well as consultation with regional special programs teams regarding sensory integration

Standards and Qualifications:

Respondents must be able to meet and uphold the following standards and qualifications as specified in this RFP:

- a) **Compliance:** Ensure adherence to all applicable federal, state, local statutory requirements, State Board of Education and Department of Health & Human Services rules, as well as IDEA’s local board policy with respect to special education and/or related aids and services
- b) **Safety:** Follow appropriate safety procedures and report potential health or safety hazards to the designated campus administrator
- c) **Vendor responsibilities:**
 - 1. Maintain logs and therapy notes for student services ;
 - 2. Provide logs with invoices for therapy;
 - 3. Consulting with school and regional staff;
 - 4. Assisting school staff with equipment orders if applicable;
 - 5. Creating collaborative relationships on school campuses; and
 - 6. Attend On-Boarding (required)
 - 7. Sensory classroom coaching
 - 8. Parent/staff training
 - 9. Video modules and sensory resources

d) Service Delivery:

Uninterrupted Services: Ensure qualified and available staff are in place at the time the contract is implemented to meet demands and service students promptly and efficiently.

- e) **Invoicing:** Awarded vendor must bill for each school/region and send invoices to **Accounts Payable** (payable@ideapublicschools.org) and the Director of Autism Grant.

Contract Term: The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of IDEA and selected Vendor. The initial term is expected to begin on or about September 30, 2024, for a period of one year. IDEA may choose to renew this contract for up to an additional one (1) consecutive one-year period. 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 is 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):

- a) No Insurance Requirements as to the School: As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, the School 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.
- b) Contractor Insurance Requirements: Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall, at all times during the Term hereof and at Contractor's sole expense, keep in full force and effect the following minimum limits of insurance:
 - i) General Liability: Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 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 Contractor or anyone directly or indirectly employed by Contractor. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.
 - ii) Professional Liability: If Contractor performs licensed professional services, Contractor shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.
 - iii) Automobile Insurance: Contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Contractor's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of

\$1,000,000.00 combined single limit, per accident. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

- iv) Technology Professional Liability Errors and Omissions: If applicable, Contractor shall maintain coverage appropriate to Contractor's work under this Agreement, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor 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.

1. 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 the School in the care, custody, or control of Contractor.
2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the School that will be in the care, custody, or control of Contractor.

Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

- v) Workers' Compensation: Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- vi) Sexual Abuse, Molestation or Misconduct: If applicable, Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$1,000,000.

Proof of insurance shall be provided to Risk Management Department prior to execution of this Agreement.

Acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the rights or remedies under this Agreement.

PART III – PROPOSAL SUBMISSION & REQUIREMENTS

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. **Response to Evaluation Criteria** Provide a response to the Evaluation Criteria outlined in **Part IV- Evaluation Criteria**.
4. **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 – Vendor Questionnaire
 - Attachment O – Geographic Coverage Questionnaire
5. **Appendix A - Independent Contractor Agreement**
6. **Additional Required Forms -** Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.
7. **Additional Documentation (Optional) -** Additional documents may be submitted in instances where additional documentation is needed and not already captured.

PART IV – EVALUATION CRITERIA

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, award will not necessarily be made to the lowest-priced Proposal. Award will be made to the Vendor submitting the best responsive Proposal satisfying IDEA's requirements, price, and other factors. **IDEA is seeking to award one vendor who has expertise in increasing sensory integration and regulation in a school setting to promote meaningful inclusion for students. The awarded vendor MUST provide in-person services. The successful respondent must be able to provide the goods and services while meeting the cadence requirements listed below for sensory consultations, sensory training, and sensory coaching to all regions/campuses specified in Attachment O.**

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 its 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 be not eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to not meeting 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.

Points	Evaluation Criteria
40 Points	Vendor's Cost Proposal
20 Points	Vendor's Aligned vision to program
20 Points	Vendor's ability to service all regions/schools specified in <i>Attachment O</i> of this RFP
10 Points	Vendor's reputation and quality of goods/services
10 Points	Vendor's experience in public and/or charter schools in Texas
100 Points	Total Possible Score

Explanation of Evaluation Criteria:

Cost Proposal: Price and total long-term cost to IDEA to acquire goods and/or services. 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.

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 50-point scale:

Proposer Proposed Price Score

Proposer A \$ 10,000.00 -> $(\$10,000.00 / \$10,000.00) \times 50 = 50$ pts

Proposer B \$ 10,500.00 -> $(\$10,000.00 / \$10,500.00) \times 50 = 47.6$ pts

Proposer C \$ 25,000.00 -> $(\$10,000.00 / \$25,000.00) \times 50 = 20$ pts

Aligned vision to program: IDEA is seeking a vendor who has expertise in increasing sensory integration and regulation in a school setting to promote meaningful inclusion for students. Vendor must provide Dunn's Model and summary of approach detailing how IDEA's vision to the program will be met.

Ability to service all regions/schools: IDEA is seeking a vendor who has the key personnel ready and onboarded to service all six (6) Texas regions and the schools within those regions and meet cadence as specified in this RFP

Reputation of the Vendor: The reputation, as verified through the Respondent's references, of the Respondent's goods and/or services, Respondent's past relationship with other customers including Texas public and/or charter schools.

Experience in Texas public and/or charter schools: Experience providing quality goods and/or services, extent to which goods and/or services meet IDEA's needs and performance requirements

Proposal Submission: The Proposal is complete and includes all required information, forms, and certifications.

PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

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. General Terms and Conditions are posted on the IDEA Public Schools Procurement and Contract Services website at [Procurement & Contract Services - IDEA Public Schools](#).

PART VI - SUPPLEMENTAL TERMS AND CONDITIONS

Buy America Act: If the source of funds identified in **Part I, Funding Type** for this RFP and resulting Agreement is federal funds, IDEA has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

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.

Federal Funds: As disclosed in Part I, Funding Type, the source of funds for this RFP and resulting Agreement is federal funds. Subsequently, the provisions stated in 2 CFR 200.326 and Appendix II to 2 CFR 200 are applicable. See **Attachment H** for details of these provisions.

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.

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.

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PART VII – REQUIRED ATTACHMENTS

Attachment A – Title Page



A Proposal Submitted in Response to
IDEA's Request for Proposals
#1-SNSRY-0924 for Special Education Sensory Coaching & Consulting

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 (Required for vehicles driven on school property)	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: \$500,000	Waiver of Subrogation Endorsement

Vendor General Insurance Requirements	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 (Required for vehicles driven on school property)	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: \$1,000,000 (If applicable)	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.	<hr/>			<hr/>
	Customer/Client School or Organization/Entity Name			Dates of Contract
	<hr/>			
	Street Address	City	State	Zip
	<hr/>			
	Contact Person	Phone Number	Email Address	
	<hr/>			
	Project Scope			
	<hr/>			
2.	<hr/>			<hr/>
	Customer/Client School or Organization/Entity Name			Dates of Contract
	<hr/>			
	Street Address	City	State	Zip
	<hr/>			
	Contact Person	Phone Number	Email Address	
	<hr/>			
	Project Scope			
	<hr/>			
3.	<hr/>			<hr/>
	Customer/Client School or Organization/Entity Name			Dates of Contract
	<hr/>			
	Street Address	City	State	Zip
	<hr/>			
	Contact Person	Phone Number	Email Address	
	<hr/>			
	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 must provide pricing / price schedule on Attachment K – Proposed Pricing. **Attachment K – Proposed Pricing may be downloaded on IDEA’s website: <https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/>.**

1-SNSRY-0924 for Sensory Coaching & Consulting Attachment K: Proposed Pricing						
Service	Description (as described by IDEA)	Proposed Pricing Details (to be completed by Respondent)	Total Quantity	Unit of Measurement (UOM)	Rate / Fee USD \$	Total USD \$
Classroom Coaching Visits	Provide special education teachers and staff feedback on sensory equipment and materials to support student success via in person coaching *Total quantity includes all campuses specified in Attachment O of the RFP *Rate will be per session		2750	Rate per session		\$ -
Staff/Parent Training (option 1)	Professional Development for Professionals or Caregivers in topics related to Sensory Integration * Total quantity includes total number of trainings for all regions specified in Attachment O of the RFP *Rate will be for half-day (4 hours max)		30	Half Day Training (4 Hrs)		\$ -
Staff/Parent Training (option 2)	Professional Development for Professionals or Caregivers in topics related to Sensory Integration * Total quantity includes total number of trainings for all regions specified in Attachment O of the RFP *Rate will be for full-day (8 hours max)		30	Full Day Training (8hrs)		\$ -
Sensory Consultation	Summarize findings from campus visits and present virtually to the Special Programs Director and/or other district staff * Total quantity includes total number of consultations for all regions specified in Attachment O of the RFP *Rate will be per consultation (1 hour max)		54	Per consultation		\$ -
Video Modules Video Sensory Processing Resources/Support for Teachers & Parents	Video Sensory Processing Resources/Support for Teachers *Rate will be per module (max 5 modules) as an option for IDEA to purchase		5	Per module		\$ -
GRAND TOTAL						\$ -
A detailed scope of work, technical specifications, deliverables, and qualifications can be found in Part II - Scope and Specifications of the Proposal of the RFP						
Certification(s) must be submitted with proposal						

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:

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

Legal Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment N – Vendor Questionnaire

All questions must be answered and submitted with proposal.

1. Is your company able to provide sensory coaching, training, and consultation services to all Texas regions and schools as specified in this RFP? If not, please explain.

2. Does your company currently have staffing to meet the visit cadence as specified in this RFP or will your company staff providers after awarded a contract, if awarded? Please explain.

3. Does your company have experience providing in-person classroom sensory coaching? Please explain.

4. What does sensory coaching by your agency entail? Please explain in detail.

CERTIFICATION(S) MUST BE PROVIDED UPON PROPOSAL SUBMISSION

Attachment O – Geographic Coverage Questionnaire

Respondents **must** specify if the goods/services referenced in this RFP can be provided to all or some of the campuses listed. **IDEA is seeking to award one vendor who has the ability to service all regions/campuses.**

GEOGRAPHIC COVERAGE (TEXAS)				
1-SNSRY-0924				
Campus (Academy & College Prep)	Address	Can sensory coaching be provided? (Y/N)	Can sensory consultations be provided? (Y/N)	Can sensory training be provided? (Y/N)
Upper Rio Grande Valley				
North Mission	2706 N. Holland Ave., Mission, Texas 78572			
Los Encinos	5400 S. Ware Rd., McAllen, Texas 78503			
Rio Grande City	2803 West Monarch Lane, Rio Grande City, Texas 78582			
Mission	1600 S. Schuerbach Rd., Mission, Texas 78572			
Palmview	4100 N. Schuerbach Rd., Palmview, Texas 78572			
Tres Lagos	5200 Tres Lagos Blvd., McAllen, Texas 78504			
La Joya	725 E. Expressway 83, La Joya, Texas 78560			
McAllen	201 Bentsen Rd., McAllen, TX 78501			
Middle Rio Grande Valley				
Donna	401 S. 1st St., Donna, Texas 78537			
Edinburg	2753 N. Roegiers Rd., Edinburg, Texas 78541			
Elsa	411 South Fannin, Elsa, Texas 78543			
Owassa	1000 East Owassa Road, Pharr, Texas 78577			
San Juan	600 E. Sioux Rd., San Juan, Texas 78589			
Alamo	325 Kansas Rd., Alamo, Texas 78516			
Thrive	3300 East Texas Road, Edinburg, Texas 78542			
Quest	14001 N Rooth Rd., Edinburg, Texas 78541			
Pharr	600 E. Las Milpas Rd., Pharr, Texas 78577			
Lower Rio Grande Valley				
Westlaco Pike	1000 E Pike Blvd., Westlaco, Texas 78596			
Harlingen	24240 Chester Park Rd., Harlingen, Texas 78552			
Robindale	3802 E. Ruben Torres Sr. Blvd., Brownsville, Texas 78521			
Sportspark	6650 Old Alice Rd., Brownsville, Texas 78526			
San Benito	2151 Russell Ln., San Benito, Texas 78586			
Brownsville	4395 Paredes Line Road, Brownsville, Texas 78526			
Riverview	30 Palm Blvd., Brownsville, Texas 78520			
Frontier	2800 S. Dakota Ave., Brownsville, Texas 78521			

Geographic Coverage continued next page

GEOGRAPHIC COVERAGE (TEXAS)				
1-SNSRY-0924				
Campus (Academy & College Prep)	Address	Can sensory coaching be provided? (Y/N)	Can sensory consultations be provided? (Y/N)	Can sensory training be provided? (Y/N)
San Antonio				
Mays	1210 Horal Dr., San Antonio, Texas 78245			
Eastside	2519 Martin Luther King Dr., San Antonio, Texas 78203			
Walzem	6445 Walzem Rd., San Antonio, Texas 78239			
South Flores	6919 S Flores St., San Antonio, Texas 78221			
Ewing Halsell	2523 W Ansley Blvd., San Antonio, Texas 78224			
Ingram Hills	3115 Majestic Dr., San Antonio, Texas 78228			
Ambrose & Freda Robinson	10170 Kriewald Road, San Antonio, TX 78245			
Converse	5490 FM 1516, Converse, Texas 78109			
Burke	10434 Marbach Rd., San Antonio, Texas 78245			
Hidden Meadows	10138 Culebra Rd., San Antonio, Texas 78251			
Monterrey Park	222 SW 39th St., San Antonio, Texas 78237			
Austin				
Round Rock Tech	3301 Greenlawn Blvd., Round Rock, Texas 78664			
Pflugerville	1901 E Wells Branch Pkwy., Pflugerville, Texas 78660			
Bluff Springs	1700 E. Slaughter Lane, Austin, Texas 78747			
Rundberg	9504 North Interstate 35 Frontage Road, Austin, Texas 78753			
Health Professions	5816 Wilcab, Austin, Texas 78721			
El Paso				
Edgemere	15101 Edgemere Blvd., El Paso, Texas 79938			
Horizon Vista	201 Horizon Crossing St., Horizon City, TX 79928			
Rio Vista	210 N. Rio Vista Dr., Socorro TX 79927			
Mesquite Hills	11881 Dyer St., El Paso, Texas 79934			
Mesa Hills	405 Walleberg, El Paso, Texas 79912			
Tarrant County				
Edgecliff	1640 Altamesa Blvd., Fort Worth, TX 76134			
Rise	3000 S. Cherry Lane, Fort Worth, TX 76116			
Achieve	1900 Thomas Road, Haltom City, TX 76117			
Southeast	2935 E Seminary Drive, Fort Worth, Texas 76119			
AW Brown	5701 Red Bird Center Drive, Dallas, TX 75237			
Greater Houston Area				
Hardy	1930 Little York Rd., Houston, TX 77093			
Lake Houston	5627 S Lake Houston Parkway, Houston, Texas 77049			
Spears	2010 Spears Rd., Houston, TX 77067			

Part IX: APPENDICES

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

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Appendix A: Independent Contractor Agreement

A **sample** of IDEA's Independent Contractor Agreement (ICA) can be found on the following pages. **No action is necessary as this is a sample ICA.**

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**Independent Contractor Agreement
Between IDEA Public Schools and
<<Contractor Name>>**

This Independent Contractor Agreement ("Agreement") is made by and between IDEA Public Schools, a non-profit corporation and open-enrollment charter school organized and existing under the laws of the State of Texas, whose address is 2115 W. Pike Blvd., Weslaco, Texas 78596 (the "**School**"), and <<Contractor Name>>, whose address is <<street address>> ("**Contractor**"). Collectively, the School and Contractor are referred to as the "Parties."

I. PURPOSE OF AGREEMENT

WHEREAS, the School is a public charter school serving students throughout the State of Texas; and

WHEREAS, the School is a public school serving individuals with special needs under the Individuals with Disabilities Education Act ("**IDEA**"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and other applicable federal and state law; and

WHEREAS, Contractor <<insert brief description of provider's services, i.e., contracts with Physical Therapists licensed to practice in the State of Texas, or offers consulting services to Texas public schools>>; and

WHEREAS, the School desires to engage and contract with Contractor to provide the services described in this Agreement, and Contractor desires to enter into this Agreement as an independent contractor and consultant to render the services described in this Agreement, and is willing to do so on the terms and conditions set forth below;

NOW, THEREFORE, subject to and conditioned upon the approval of the Board of Directors in compliance with state law, the School engages the services of Contractor and in consideration of the mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. TERMS AND CONDITIONS

1. **Term:** This Agreement shall begin upon execution by the Parties and shall conclude on <<date>> (the "**Term**"), unless terminated earlier pursuant to the terms of this Agreement. The Agreement may be renewed for up to <<number>> one-year terms if the Parties agree in writing at least 60 days prior to the end of the then-current Term.
2. **Services:** Contractor shall perform the services described and set forth in the Scope of Work attached as Exhibit 1 to this Agreement and incorporated herein by reference (the "**Services**"). The Parties may, by mutual agreement, amend the Services to be provided pursuant to this Agreement, and any amended and executed Scope of Work shall become a part of this Agreement. The Services shall be performed in compliance with applicable federal, state, and local law. In rendering the Services, Contractor shall comply with all rules and regulations of the School.

The School retains the right to stop or request alteration of the Services performed by Contractor in order to assure conformity with this Agreement.

Contractor shall perform the Services consistent with the highest degree of care, and shall comply with all professional and ethical requirements imposed by the Texas Education Agency, or any other applicable licensing or practice standards promulgated by any other applicable regulatory agency.

3. **Schedule of Services:** Contractor shall devote as much time, energy, and attention as necessary to complete the Services, and shall be available to provide the Services to the School as required to meet the needs of the School. Notwithstanding the foregoing, Contractor shall not be required to follow or establish a regular or daily work schedule, except as mutually agreed upon and set forth by the Parties. However, Contractor shall generally provide Services to the School during school days and hours, unless otherwise agreed to by the School and Contractor.

Contractor shall liaise with the School and any administrators designated by the School, but shall exercise independent discretion and judgment in the performance of the Services, including but not limited to the type, nature, and result of any Services undertaken by Contractor. Subject to the foregoing, the School retains the right to ensure that all Services are provided pursuant to the requirements of applicable law.

4. **Fees:** The School shall pay Contractor for Services rendered under this Agreement as described and set forth in the Payment Schedule attached as Exhibit 2 to this Agreement and incorporated herein by reference. Contractor shall maintain accurate written records for all Services provided. Contractor shall bill the School for the Services provided on a monthly basis, by submission of invoices detailing the provision of Services for the previous month. Such invoiced amounts shall be due and payable to Contractor within 30 calendar days of the School's receipt of each invoice. A one-percent (1%) late charge may be added to any past due invoices. The School shall not be obligated to pay for any Services not supported by an invoice, or for Services rendered but submitted in an invoice subsequent to the month in which such Services should have been submitted in a prior invoice.

5. **Termination:**

- a) **Termination for Convenience:** Either party may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days' written notice.
- b) **Termination for Breach:** Either party may terminate this Agreement immediately upon written notice of breach of any party by the other party.

For purposes of this subsection, the School will be in breach if any of the following occur:

- i. The School fails to make any payment when due;
- ii. The School fails to perform promptly at the time and in the manner specified in this Agreement; or
- iii. The School makes any representation or statement to Contractor that is false or misleading in any material respect.

Contractor will be in breach if any of the following occur:

- i. Contractor fails to perform promptly at the time and in the manner specified in this Agreement;
 - ii. Contractor makes any representation or statement to the School that is false or misleading in any material respect;
 - iii. Contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction involving state or federal funding by any state or federal department or agency; or
 - iv. Contractor fails to comply with and/or assist the School in complying with any applicable provisions of Chapter 22, Texas Education Code relating to required criminal history background checks, or if any of Contractor's employees who have continuing duties related to the Services and have direct contact with students have a disqualifying criminal history.
- c) Non-Appropriation/Funding Out: This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to the School's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by the School's Board of Directors (the "**Board**"). If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of the School's fiscal year, then the School will issue written notice to Contractor and the School may terminate this Agreement without further duty or obligation hereunder.
- d) Effect of Termination: Upon expiration or termination of this Agreement, neither party shall have further obligation under this Agreement except for obligations due and owing which arose prior to the date of termination, and obligations, promises, or covenants contained in this Agreement which expressly extend beyond the term of this Agreement. In no event shall termination by the School as provided for under this Agreement give rise to any liability on the School's part including, but not limited to, Contractor's potential claims for compensation for anticipated profits, unabsorbed overhead (including cost for equipment acquired by Contractor to perform the Services), or interest on borrowing. The School's sole obligation hereunder is to pay Contractor for goods or services received by the School prior to the date of termination.

Upon termination of this Agreement, or whenever requested by the Parties, each party shall immediately deliver to the other party all property in its possession or under its care and control belonging to the other party.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6. **Independent Contractor**: Contractor is an independent contractor. Nothing in this Agreement, whether express or implied, is intended nor shall be construed to create a partnership, joint venture, employment, or agency relationship between the School and Contractor. As an

independent contractor, Contractor is solely responsible for its conduct of business operations, including employee salaries and benefits, travel expenses, meal expenses, accommodation expenses, etc., and for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

Contractor shall retain sole discretion in the manner and means of carrying out the Services and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the School shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing by the School's Superintendent.

Unless otherwise agreed upon by the School, Contractor shall supply all necessary and desirable equipment, materials, and supplies required to perform the Services pursuant to this Agreement. The School agrees to provide workspace for Contractor to undertake the Services stated herein, and will provide Contractor with access to a school computer and software, if necessary.

7. **Amendment:** This Agreement may be amended at any time by mutual agreement of the Parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the School and Contractor.
8. **Assignment:** This Agreement may not be assigned by either party without the prior written consent of both Parties.
9. **Background Checks:** Contractor must (see Exhibit 3 as incorporated herein by reference) coordinate and cooperate with the School to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Contractor and any of Contractor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. Contractor shall reimburse the School for its direct costs associated with conducting the appropriate criminal history background check for Contractor and Contractor's personnel.
10. **Compliance with Applicable Law:** Contractor shall fully comply with all provisions of applicable federal and state law, including but not limited to [the IDEA and Section 504](#), the Texas Education Code and the Texas Administrative Code. Contractor must also fully comply with any and all federal, state, and local laws or regulations regarding any necessary business permit(s) and/or license(s) that are required to perform the Services described in this Agreement in Texas public schools. Contractor shall provide the School with copies of such permit(s) and/or license(s) within ten business days of the Parties' execution of this Agreement, and Contractor shall immediately notify the School of any changes to same.
11. **Confidential and/or Proprietary Information:** Contractor acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to the School. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:
 - a) Information relating to the School's financial, regulatory, personnel, or operational matters.
 - b) Information relating to the School's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.

- c) 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.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of the School's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from the School or its agents.
- f) The term "Confidential Information" does not include the following:
 - i. Information available to the public through no wrongful act of the receiving party.
 - ii. Information that has been published.
 - iii. Information required in response to subpoena, court order, court ruling, or by law.

Contractor agrees that it will not, at any time during or after termination of this Agreement, use or disclose any Confidential Information or trade secrets of the School to any person or entity for any purpose whatsoever without the prior written consent of the School, unless and except as otherwise required by applicable federal or state law or court order.

Contractor agrees to release to the School all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

- 12. **Debarment and Suspension:** Neither Contractor 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 Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- 13. **Enforcement:** It is acknowledged and agreed that Contractor's services to the School are unique, which gives Contractor a peculiar value to the School and for the loss of which the School cannot be reasonably or adequately compensated in damages. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause the School irreparable injury and damage. Contractor therefore expressly agrees that the School shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if the School is not in breach of this Agreement.
- 14. **Entire Agreement:** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.
- 15. **Equal Opportunity:** Contractor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

16. **Execution:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
17. **Force Majeure:** Neither party hereto will be deemed in default of this Agreement be liable or responsible to the other party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.
18. **Cancellation:** The performance of the Agreement by either Party shall be subject to including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases, curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 25 percent of prospective Event attendees from appearing at the **Hotel/Event**, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.
19. **Gratuities:** The School may, by written notice to Contractor, cancel this Agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the School with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of this Agreement. In the event this Agreement is cancelled by the School pursuant to this section, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Contractor in providing such gratuities.

20. Identity Theft Protection:

- a) Contractor agrees to maintain the confidentiality of “personal identifying information” and “sensitive personal information,” as those terms are defined in Texas Business & Commerce Code § 521.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Contractor 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 Contractor 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.
- b) Contractor 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 Contractor 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.
- c) Contractor stipulates that this Agreement does not convey ownership of “personal identifying information” or “sensitive personal information” provided by the School under this Agreement.
- d) If Contractor becomes aware of a disclosure or security breach concerning any “personal identifying information” or “sensitive personal information” covered by this Agreement, Contractor shall immediately notify the School 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, Contractor 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 the School’s sole discretion, result in the School’s immediately terminating this Agreement without financial penalty.

- 21. Indemnification:** CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE SCHOOL AND ITS BOARD OF DIRECTORS, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE “**SCHOOL INDEMNITEES**”) IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR, OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY SCHOOL INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. CONTRACTOR’S

OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

22. **Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code § 231.006(d), regarding child support, Contractor certifies that Contractor is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

If Contractor is either: (i) an individual; or (ii) a corporation which has at least one (1) owner holding twenty five percent (25%) or more of the shares in the corporation, Contractor **must complete** Schedule 1, attached hereto. If Contractor is neither of (i) or (ii) above, please line through Schedule 1, attached hereto, and mark "N/A," date and sign.

23. **Insurance Requirements:**

- a) **No Insurance Requirements as to the School:** As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, the School 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.
- b) **Contractor Insurance Requirements:** Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall, at all times during the Term hereof and at Contractor's sole expense, keep in full force and effect the following minimum limits of insurance:
- i) **General Liability:** Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 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 Contractor or anyone directly or indirectly employed by Contractor. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.
 - ii) **Professional Liability:** If Contractor performs licensed professional services, Contractor shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.
 - iii) **Automobile Insurance:** Contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Contractor's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such

policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

- iv) Technology Professional Liability Errors and Omissions: If applicable, Contractor shall maintain coverage appropriate to Contractor's work under this Agreement, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor 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.

1. 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 the School in the care, custody, or control of Contractor.
2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the School that will be in the care, custody, or control of Contractor.

Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

- v) Workers' Compensation: Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- vi) Sexual Abuse, Molestation or Misconduct: If applicable, Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$1,000,000.

Proof of insurance shall be provided to Risk Management Department prior to execution of this Agreement.

Acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the rights or remedies under this Agreement.

24. **Law of State to Govern**: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Venue for any action to enforce the terms and conditions of this Agreement shall be maintained in the state or federal courts of Hidalgo County, Texas.

25. **Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SCHOOL (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE SCHOOL'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 THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
26. **No Wavier of Defaults:** The failure at any time by either party to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement will not constitute a waiver of such terms, conditions, or rights, and will not affect or impair the Parties' respective right at any time to avail themselves of the terms, conditions, or rights under this Agreement.
27. **No Waiver of Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE SCHOOL, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE SCHOOL UNDER APPLICABLE LAW.
28. **Notice Concerning Withholding of Taxes:** Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements and will be required to file individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify the School for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by the School as a result of Contractor's failure to make such required payments. Contractor's obligations contained in this Section survive termination or expiration of this Agreement and continue on indefinitely, and cannot be waived or varied.
29. **Privacy of Student Data:**
- a) **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 the School, including, without limitation, the Family Educational Rights and Privacy Act ("**FERPA**"), 20 USC § 1232g. The School has determined that Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the School's students who receive Services, and that Contractor is the agent of the School solely for the purpose of providing Services under this Agreement. Contractor and Contractor's 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. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.
 - b) **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.

- c) Collection and Use of Student Data: Contractor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Contractor 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. Contractor 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.
- d) Data De-Identification: Contractor may use de-identified Student Data for product development, research, or other purposes. De-identified Student 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, Contractor agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless that party agrees not to attempt re-identification.
- e) Marketing and Advertising: Contractor will not use any Student Data to advertise or market to students or their parents.
- f) Modification of Terms of Service: Contractor will not change how Student Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the School.
- g) Student Data Sharing: Student Data cannot be shared with any additional parties without prior written consent of the School, except as required by law.
- h) Access and Transfer or Destruction: Any Student Data held by Contractor will be made available to the School upon request by the School. Contractor will ensure that all Student Data in its possession and in the possession of any subcontractors or agents to which Contractor may have transferred Student Data are destroyed or transferred to the School when the Student Data is no longer needed for its specified purpose, at the request of the School.
- i) Rights and License In and To Student Data: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the School, and that Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Student Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student Data.
- j) Security Controls: Contractor will store and process Student Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the School in the event of a security or privacy incident, as well as best practices

for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

30. **Record Keeping:** It is the responsibility of Contractor to maintain such records as are required by law, the School, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the Services shall be maintained by Contractor, and the School shall have the right to inspect and review such records at reasonable times upon request by the School.

Additionally, the School, 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 Contractor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

31. **Rights to Inventions Made Under a Contract or Agreement:** Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of this Agreement belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.
32. **Service of Notices:** All notices, requests, and communications required or permitted hereunder must be written and delivered to the party to be notified (i) by hand delivery, (ii) by United States mail, or (iii) by email or fax transmission. Notice will be effective upon physical delivery of the notice by messenger service or four business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgment of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

If to the School:	If to Contractor:
IDEA Public Schools Procurement Attn: Jennifer Ornelas Contract Manager 2115 W. Pike Blvd. Weslaco, TX 78596 T: (956) 373-3819 Email: contracts@ideapublicschools.org	<<Contractor Name>> Attn: <<Name or Title>> <<Street Address>> <<City, State, Zip>> T: <<Telephone>> F. <<Fax>> Email: <<email address>>

Notice of a change in address shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt.

33. **Severability:** In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out

the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

34. **Survival:** The obligations of the Parties contained in this Agreement which by their nature survive after the Term hereof shall continue on indefinitely or as otherwise provided by this Agreement.
35. **Texas Public Information Act:** Contractor acknowledges that the School is a public school subject to requests for information under the Texas Public Information Act (“**TPIA**”), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General’s office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires the School to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.
36. **Works for Hire:** Contractor agrees that the Services and related activities, tasks, results, inventions and intellectual property developed or performed pursuant to this Agreement are “works for hire” and as such the results of said work is by virtue of this Agreement assigned to the School, and shall be the sole property of the School for all purposes, including but not limited to copyright, trademark, service mark, patent and trade secret laws.

THE PARTIES, having full authority and having taken all legal prerequisites to execution of this Agreement, by and through their respective authorized representatives, hereby execute this Agreement on the date(s) referenced below:

IDEA PUBLIC SCHOOLS

(Signature)

Cody Grindle, President

(Printed Name and Title)

(Date)

<<CONTRACTOR NAME>>

(Signature)

(Printed Name and Title)

(Date)

(Signature)

(Date)

(Printed Name)

SAMPLE

Exhibit 1 – Scope of Work

IDEA Public Schools agrees to engage Contractor, and Contractor agrees to perform personally, in a manner satisfactory to the School, the following Service(s):

INSERT LIST/DESCRIPTION OF SERVICES TO BE PROVIDED

The Services shall generally be provided at the location(s) designated by the School.

SAMPLE

Exhibit 2 – Payment Schedule

INSERT DESCRIPTION OF FEE SCHEDULE

Contractor agrees to maintain a time log to support time spent on daily and hourly-rate services, and that such time records shall satisfy applicable federal and/or state laws concerning reporting of time, effort, and activities.

SAMPLE

MEMORANDUM OF UNDERSTANDING
COMPLIANCE WITH CRIMINAL HISTORY
BACKGROUND CHECK REQUIREMENTS

WHEREAS, Texas Education Code (“**TEC**”) § 22.0834 requires contractors providing services to IDEA Public Schools (the “**School**”) to facilitate a national criminal history record information review for any contractor employees who (1) have or will have continuing duties related to the contracted services and (2) have or will have direct contact with students (“covered employees”) prior to beginning contract services; and

WHEREAS, <<Contractor Name>> (“**Contractor**”) provides contract services to the School; and

WHEREAS, pursuant to Texas Government Code (“**TGC**”) § 411.0845, the Texas Department of Public Safety (“**DPS**”) maintains the Criminal History Clearinghouse (“**DPS Clearinghouse**”) to provide fingerprint criminal history record information, including national criminal history record information made available through the U.S. Federal Bureau of Investigation (“**FBI**”), to approved persons and entities; and

WHEREAS, due to recent changes in DPS protocols, Contractor no longer has access to the national criminal history record information maintained as part of the DPS Clearinghouse; and

WHEREAS, the School is able to access the national criminal history record information portion of the DPS Clearinghouse through the DPS Local Education Entity (“**LEE**”) Fast Pass option;

NOW, THEREFORE, the Parties agree as follows:

1. The School will provide access to its LEE Fast Pass to Provider in the event that Contractor and/or any of Contractor’s employees is a “covered employee” under TEC § 22.0834, provided that Contractor provides the School with sufficient documentation needed for the School to facilitate a national criminal history record information search through the DPS Clearinghouse.
2. The School will obtain national criminal history information review reports through the DPS Clearinghouse for Contractor and/or any of Contractor’s employees that is a covered employee, and will notify Contractor if Contractor and/or any of Contractor’s employees have a disqualifying criminal history; provided, however that the School will not provide DPS Clearinghouse results to Contractor.
3. The Parties agree to work expeditiously to complete fingerprinting for Contractor and/or Contractor’s employees, and this MOU shall expire when all applicable fingerprint results have been received and reviewed by the School. In no event shall this MOU remain effective for more than 30 days beyond the effective date of this MOU without mutual written extension by both parties.

4. The effective date of this MOU shall be upon execution.

ACCEPTED AND AGREED TO:

IDEA PUBLIC SCHOOLS

(Signature)

Cody Grindle, President

(Printed Name and Title)

(Date)

IF CONTRACTOR IS AN ENTITY:

<<CONTRACTOR NAME>>

(Signature)

(Printed Name and Title)

(Date)

IF CONTRACTOR IS AN INDIVIDUAL:

(Signature)

(Printed Name)

(Date)

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

☐ 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

Debarment or Suspension Certificate

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

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

Signature of Contractor Official

Date

Contract Provisions – Contracts Involving Federal Funds

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

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the school including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter districts must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

11. Procurement of Recovered Materials. The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Schedule 1 – Child Support Certification



Form 1903
May 2017-E

Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support; and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:
Name:	SSN:
Name:	SSN:
Name:	SSN:

Section 3

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name:	Title:
Contractor Authorized Representative Signature:	Date:

Part X: ADDENDA

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/pcs/bids-rfps/>. All Respondents shall comply with the requirements specified in any addendum.

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

Request for Proposal Completion Checklist

- ☐ Attachment A - Cover Page completed & submitted
- ☐ Attachment B – Vendor Acknowledgement completed & submitted
- ☐ Attachment C - Proof of Insurance with specified coverages attached & submitted
- ☐ Attachment D – Conflict of Interest Form completed & submitted
- ☐ Attachment E – CIQ completed & submitted
- ☐ Attachment F – Felony Conviction Disclosure completed & submitted
- ☐ Attachment G – Certification Regarding Lobbying completed & submitted
- ☐ Attachment H – Contract Provisions for Contracts Involving Federal Funds completed & submitted
- ☐ Attachment I – three (3) verifiable references submitted
- ☐ Attachment J – Litigation, Terminations, Claims completed & submitted
- ☐ Attachment K – Proposed Pricing completed & submitted
- ☐ Attachment L – W-9 completed & submitted
- ☐ Attachment M – Deviations & Exceptions completed & submitted
- ☐ Attachment N - Vendor Questionnaire completed & submitted
- ☐ Attachment O - Geographic Coverage Questionnaire completed & submitted
- ☐ Certifications provided with proposal
- ☐ Summary of Approach & Dunn’s Model submitted with proposal

END OF IDEA PUBLIC SCHOOLS RFP