

# TEXAS



**Request for Proposal**

**#27-DSP-0125 Texas**

**Demand Side Platform**

**Purchasing Department**

**2115 West Pike Blvd**

**Weslaco, TX 78596**

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

**IDEA**  
**Public Schools**

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**Procurement Analyst:** [Humberto Hinojosa](#)

**Contact email:** [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org)

**Purpose of Request for Proposal (RFP):** The purpose of this Request for Proposal (RFP) is to secure a self-service Demand-Side Platform (DSP), The Trade Desk or “approved equal”, for managing digital advertising in Texas, specifically for student and staff recruitment efforts. This platform should enable efficient planning, scheduling, and management of digital ad campaigns.

**Timeline:**

**All dates and times are tentative and subject to change.**

First Advertisement Date/Issue Date:	Wednesday, December 11, 2024
Second Advertisement Date:	Wednesday, December 18, 2024
Pre-Proposal Meeting:	Friday, December 13, 2024 @ 10:00 AM CST
Respondent Question Cut-Off Date:	Monday, December 16, 2024, NO Later than 4:00 PM CST
Questions Response from IDEA:	Tuesday, December 17, 2024
Proposals Due by Date & Time:	Thursday, December 19, 2024, NO Later than 2:00 PM CST
Anticipated Evaluation Period:	January 6, 2025 – January 10, 2025
Anticipated Board Meeting & Approval:	January 2025
Initial Proposed Contract Term:	March 1, 2025 - March 1, 2026
Renewal option #1:	March 1, 2026 - March 1, 2027
Renewal option #2:	March 1, 2027 - March 1, 2028

**Pre-Proposal Conference**

A virtual pre-proposal meeting will be held at 10:00 AM CST via TEAMS video conference on Friday, December 13, 2024. Questions regarding this RFP must be submitted in writing to [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org) no later than 5:00 PM CST on Monday, December 16, 2024. Respondents are responsible for reviewing questions and answers prior to submitting a proposal. Oral communications regarding this RFP shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this proposal. While the pre-proposal meeting is non-mandatory, it is highly encouraged that all potential respondents participate and attend.

Join TEAMS Meeting: [Join the meeting now](#)

**Meeting ID:** 249 184 690 430

**Passcode:** vW9Zo6Bn

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

IDEA Public Schools

RFP # 27-DSP-0125 Texas

**Attn: Purchasing Department-Demand Side Platform**

2115 West Pike Blvd

Weslaco, TX 78596

Proposals MUST be received by IDEA by the specified due date and time outlined in the timeline. Each proposal MUST be sealed and marked with the relevant information; failure to do so may result in the proposal not being considered. Please ensure that all submissions are received by IDEA by the designated due date and time.

*Note: Faxed or emailed Proposals will not be accepted. Acceptance Period is 120 days from the date of the proposal submission deadline unless otherwise stated in writing.*

**Funding Type:** IDEA will utilize state 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 must not be debarred or suspended by federal or state-funded agencies and must have the legal authority to transact business in Texas. Additionally, respondents must affirmatively demonstrate responsibility and good standing, which may be considered as part of the performance evaluation criteria.

Respondents may withdraw their proposals in writing at any time prior to the submission deadline, without penalty or prejudice.

## **PART I – CURRENT CONDITIONS/BACKGROUND**

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**Introduction:** IDEA Public Schools (“IDEA”) is a Texas non-profit 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 high-performing charter schools serving 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 Kindergarten, 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 program, curriculum, and mission has been replicated to serve students in other states, this Request for Proposals and any subsequent contract is only for goods and services provided to IDEA’s Texas-based charter school and campuses.*

**Project Background:** IDEA Public Schools is moving toward a more autonomous digital advertising strategy, aiming to manage ad buying, campaign scheduling, and optimization directly within our internal team. To support this, we are seeking to implement a self-service Demand-Side Platform (DSP), with The Trade Desk or “approved equal”, that will enable us to handle our digital advertising needs in-house.

This project is part of a broader initiative to enhance our advertising agility, allowing our team to make real-time adjustments based on campaign performance and audience insights. By having direct access to a DSP, we anticipate greater control over targeting, budgeting, and reporting, all of which will contribute to a more responsive and data-driven advertising approach.

**Vision:** This project is intended to establish a streamlined digital advertising process that leverages a robust Demand-Side Platform (DSP) to execute, monitor, and optimize ad buys efficiently and effectively.

**Bidders should ensure that their proposals meet all technical, design, and pricing specifications outlined in the RFP while providing clear evidence of their ability to deliver the required services efficiently and within budget.**

## Definitions

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**Demand-Side Platform (DSP):** A software platform that allows advertisers to buy digital advertising inventory across multiple publishers through automated bidding. DSPs enable advertisers to manage ad buying from a central location, optimizing ad placement based on targeting, performance, and budget parameters.

**Display Ads:** Visual advertisements that appear on websites, apps, or social media platforms. Display ads typically include elements such as images, text, and logos and are used to increase brand visibility, drive traffic, and encourage user engagement.

**Programmatic Ads:** A method of buying digital advertising that uses automated systems and data-driven insights to place ads in real-time across various platforms and publishers. Programmatic advertising relies on algorithms to determine the most effective placement for each ad based on targeting criteria.

**Single Sign-On (SSO):** An authentication process that allows users to access multiple applications with one set of login credentials. SSO improves security by reducing the need for multiple passwords and enhances user convenience, providing seamless access across integrated platforms.

## PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

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**Proposal Specifications:** The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use objective criteria specified in this solicitation to review Proposals and may make multiple awards if deemed in the best interest of IDEA, at its sole discretion. The anticipated spending and total contract value will depend on the scope of services and needs identified during the evaluation process and may vary based on the number of awards issued.

### Technical Specifications and Deliverables

#### 1. Milestones & Expected Deliverables

- **Milestones:**

**Vendor(s) shall perform/provide the following:**

- Kickoff Meeting, Access Setup & Platform Configuration: Initial meeting and platform setup completion, including SSO integration and customized team access (minimum of 5 IDEA team members).
- Timeline for each Phase of the project.
- Conversion Tracking Completion: Setup and successful testing of conversion tracking tools.
- Completion of Training & Onboarding: Training for 5 team members and provision of training materials.
- Ongoing Support Initiation: Start of regular technical support services with a dedicated contact for issue resolution.

- Quarterly Check-Ins & Reporting Review: Routine check-ins for platform performance, updates, and reporting needs.

## 2. Project Kickoff, Access Setup & Platform Configuration

- **Deliverables:**

- **Vendor(s) shall:**

- Conduct a remote project kickoff meeting to establish timelines and expectations.
  - Set up Single Sign-On (SSO) for secure, seamless IDEA's team access.
  - Configure platform access with appropriate user permissions for campaign management, reporting, and analytics.
  - Customize platform features to our requirements, including ad scheduling, targeting, and budget management.
- **Timeline:** Complete within three weeks of contract signing.
  - **Expectations:** The vendor will collaborate with our IT team to ensure smooth SSO integration and proper account setup, providing initial guidance on platform functionality.

## 3. Conversion Tracking Setup

- **Deliverables:**

- **Vendor(s) shall:**

- Implement and test conversion tracking, including tracking pixels, tags, or other tools for measuring ad performance.
  - Provide documentation detailing the conversion tracking process, data reporting, and troubleshooting guidelines.
- **Timeline:** Complete within two to three weeks following platform setup.
  - **Expectations:** The vendor will collaborate with our team to ensure accurate tracking and reporting, with a focus on generating actionable insights.

## 4. Onboarding & Training

- **Deliverables:**

- **Vendor(s) shall:**

- Conduct remote training sessions on core platform functionalities (campaign management, ad optimization, reporting).
  - Provide training materials, such as user guides, recorded sessions (if permitted), and FAQs for ongoing reference.
  - Host a follow-up Q&A or support session post-training for all trainings.
- **Timeline:** Complete within four weeks of project kickoff.
  - **Expectations:** The vendor will ensure our team is fully equipped to manage campaigns independently and understands best practices for platform feature use. This is expected to be complete at the end of

the four (4) week period after project kickoff. Final Q&A or support session is expected to be complete at the four (4) week period.

## 5. Ongoing Support & Maintenance

- **Deliverables:**

**Vendor(s) shall:**

- Provide continuous technical support for troubleshooting, platform updates, and maintenance for the contract duration.
  - Assign a dedicated account manager or support representative for prompt issue resolution and quarterly check-ins.
  - Each quarter, update our team on platform enhancements, new features, and best practices for campaign optimization.
- **Timeline:** Ongoing support for the contract duration.
  - **Expectations:** The vendor will provide reliable support with timely responses (within 24-48 hours) to address any technical issues or requests.

## 6. Reporting & Analytics Support

- **Deliverables:**

**Vendor(s) shall:**

- Ensure robust reporting and analytics capabilities, with real-time access to key performance metrics (e.g., click-through rates, conversions, ROI).
  - Provide guidance on customizing reports to meet and align with specific KPIs and campaign objectives.
- **Timeline:** Available upon completion of conversion tracking setup.
  - **Expectations:** The vendor will ensure reporting tools are intuitive and accessible and equipped to provide valuable insights for campaign and performance optimization.

## 7. Payment Methods

- **Deliverables:**

**Vendor shall:**

- Provide a line of credit for IDEA with a minimum Net 30 payment term, allowing payment within 30 days of invoice date. Invoices should be sent to [payables@ideapublicschool.org](mailto:payables@ideapublicschool.org).
- Accept Automated Clearing House (ACH) transfers as a payment method to streamline and secure financial transactions.

## 8. Service Delivery

**Vendor Shall provide:**

- All services will be conducted remotely, with regular check-ins and status updates as needed.
- Vendor will provide written documentation for each setup phase and resources for ongoing reference.

- A primary point of contact designated to manage communication and ensure timely support.

**Note: Failure to meet the requirements of this solicitation can result in the termination of the contract.**

### Contract Terms

The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of IDEA and the selected Vendor. The initial term is expected to begin on or about March 1, 2025, for a period of one year. IDEA may choose to renew this contract for up to an additional two (2) one-year (1) periods. IDEA shall provide written notice to the selected Vendor(s) at least thirty (30) days in advance of expiration informing Vendor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor is unable to renew the contract, the Vendor shall provide IDEA with written notice according to the instructions provided in the renewal notice

### Insurance Requirements:

No Insurance Requirements as to IDEA. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.

The insurance coverage specified in this RFP is the minimum requirement, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.

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

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



to these obligations. The policy shall include or be endorsed to include **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of IDEA in the care, custody, or control of Vendor.

- v) **Workers’ Compensation:** Vendor shall obtain and maintain Workers’ Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers’ Compensation Act.

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

Additionally, **each insurance policy shall**, by endorsement to the policy, **include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.**

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

## **PART III – PROPOSAL SUBMISSION & REQUIREMENTS**

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### **Required Proposal Format:**

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

1. **Cover Page:** Complete and insert **Attachment A**
2. **Executive Summary:** Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor’s experience as it relates to the specifications of the RFP.
3. **Summary of Experience & Qualifications:** The Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in a school setting.
4. **Response to Evaluation Criteria:** Provide a detailed response to each Evaluation Criteria listed in this solicitation.
5. **Cost Summary:** Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, Respondent shall state “**No costs to IDEA**”. Utilize **Attachment K** for proposed pricing.
6. **Required Forms: ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED**
  - Attachment A – Title 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 – Recent and Ongoing Projects
  - 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 – Certification Regarding Drug-Free Workplace
  - Attachment O – Child Support Certification
7. **Appendix A** – RFP Completion Checklist
  8. **Additional Documentation (Optional)** Additional documents may be submitted in instances where additional documentation is needed and not already captured.

## **PART IV – EVALUATION CRITERIA**

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In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s) whose Proposal(s) is/are determined to be 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, the award will not necessarily be made to the lowest-priced Proposal. The award will be made to the Vendor submitting the best responsive Proposal that satisfies IDEA’s requirements, considering price and other factors. If a single Vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors. Proposals will be evaluated based on criteria deemed to be in IDEA’s best interest, as reflected in the evaluation criteria below. IDEA may request any or all Vendors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposal. Upon completion of presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal.

### **Best and Final Offer Process (BAFO)**

If necessary, IDEA reserves the right to enter into a BAFO process with one or more Vendors. The BAFO process allows Vendors to submit a revised Proposal based on further clarification, negotiation, or adjustment to the terms initially proposed. IDEA will provide instructions and deadlines for BAFO submissions if this process is initiated.

IDEA’s Board will make the final decision on whether, and to whom, a contract is awarded.

Non-responsive or disqualified Proposals will not be eligible for award consideration. Reasons for being deemed non-responsive or disqualified include, but are not limited to, failing to meet proposal requirements, receiving the Proposal after the posted deadline, 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 the Offeror's form of agreement.

Proposals will be scored according to the following rubric:

<b>% Weight</b>	<b>Evaluation Criteria</b>
40%	<b>Cost Proposal:</b> Price and total long-term cost to IDEA to acquire goods and/or services.
15%	<b>Added Value:</b> Any additional features, services, or strategic insights that enhance the platform’s utility beyond the basic requirements.

15%	<b>Features Tactics:</b> Examine the DSP’s functionalities, focusing on customization, targeting, analytics, and alignment with IDEA’s ad management goals.
10%	<b>Support:</b> Assess the quality and accessibility of vendor support, including onboarding, ongoing assistance, and response times.
10%	<b>Reputation/References:</b> The quality/reputation of the Respondent’s good and/or services, Respondent’s past relationship with Texas public schools.
5%	<b>Payment Terms:</b> Flexibility of payment terms, including options for Net 30 and ACH, for alignment with IDEA’s financial practices.
5%	<b>Timeline:</b> Provide a timeline that shows adherence to project milestones and completion deadlines, with flexibility for adjustments to align with IDEA’s operational schedule and ensure timely implementation of services.
<b>100 %</b>	<b>Total Possible Score</b>

**Explanation of Evaluation Criteria:**

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

**Added Value:** Any additional features, services, or strategic insights that enhance the platform’s utility beyond the basic requirements. The Vendor shall (1) Highlight unique features, such as advanced targeting or AI-driven tools, (2) Describe complementary services like strategic consultations and performance reviews, (3) Offer access to industry insights to support IDEA’s goals (4) Include extra training, webinars, or resources for ongoing education, (5) Outline tools for cost-saving or campaign efficiency, like budget optimizers, and/or (6) Share case studies showing how these added features have benefited similar clients.

**Features Tactics:** Examine the DSP’s functionalities, focusing on customization, targeting, analytics, and alignment with IDEA’s ad management goals. The vendor shall (1) Provide a detailed overview of the DSP’s features related to customization, targeting, and analytics, highlighting alignment with IDEA’s goals, (2) Describe customization options for audience targeting, ad scheduling, and budgeting, (3) Showcase analytical tools, such as real-time tracking and KPI reporting, with sample visuals if possible, (4) Explain how the DSP’s capabilities will support IDEA’s recruitment goals, and/or (5) Share client references or testimonials demonstrating successful, similar implementations.

**Support:** The vendor shall provide details as to how they will assess the quality and accessibility of vendor support, including onboarding, ongoing assistance, and response times.

**Reputation/References:** Vendor's track record and standing within the industry, including past performance on similar projects, client references, and customer satisfaction. Consideration will be given to any accolades, certifications, or industry recognition, as well as the Vendor’s history of meeting deadlines, and quality standards, and resolving issues or complaints professionally. **Note: This will be captured from the provided references (Attachment I - Reference Sheet).**

**Payment Terms:** The vendor shall state whether they agree to the flexibility of payment terms, including options for Net 30 and ACH, for alignment with IDEA’s financial practices as stated in this solicitation. **Note: This will be captured from Appendix A - RFP Completion Checklist).**

**Timeline:** Provide a timeline that shows adherence to project milestones and completion deadlines, with flexibility for adjustments to align with IDEA’s operational schedule and ensure timely implementation of services.

**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](#)

**Assignment:** This Agreement may not be assigned by either party without the prior written consent of both IDEA and Vendor/Contractor. Any attempted assignment of this Agreement by Vendor/Contractor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor/Contractor without the prior written approval of IDEA. Vendor/Contractor is required to notify IDEA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**Compliance with Applicable Law:** To the extent applicable, Vendor/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor/Contractor shall also fully comply with the policies of IDEA's Board. IDEA's Board Policies can be accessed at: <https://ideapublicschools.org/our-story/national-board-of-directors/>.

**Conflict of Interest:** In accordance with section 176.006 of the Texas Local Government Code, Vendor/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at <https://www.ethics.state.tx.us/forms/conflict>. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable law including federal and state "related party" law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for IDEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IDEA determines to be in the best interest of IDEA.

**Contractual Relationship:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor/Contractor or between IDEA and the Vendor's/Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor/Contractor nor its employees shall be entitled to any

of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.

**Confidentiality- Name or Information Use:** Vendor/Contractor, and any person acting on its behalf or affiliated with the Vendor/Contractor, shall not use IDEA's name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of IDEA. Written authorization may be refused or granted at IDEA's sole discretion.

**Debarment and Suspension:** Neither Vendor/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 Vendors/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor/Contractor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.

**Delivery of Goods/Items:** When the contract is for goods, Vendor/Contractor shall deliver complete orders, unless previously informed to and accepted by IDEA. Any deliveries not made in full are subject to a delay of payment by IDEA. Items shipped to the incorrect location by the Vendor/Contractor will be the responsibility of the Vendor/Contractor to correct. The Vendor/Contractor will be required to cover shipping charges to ship the items to the correct location. IDEA will only deliver the items to the correct location if there was an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment.

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

**Entire Agreement:** The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from IDEA) contains the entire agreement of the Parties concerning the subject matter described therein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. These General Terms and Conditions supersede any prior, contemporaneous, or related written or oral agreements

between the parties concerning the subject matter described herein or in the Agreement.

**Equal Opportunity:** Vendor/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.

**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.

**Formation and Good Standing:** Vendor/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the Agreement.

**General Warranty:** Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

**Gratuities:** IDEA may, by written notice to Vendor/Contractor, cancel this Agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor/Contractor (or any agent or representative of Vendor/Contractor) to any director, officer or employee of IDEA (or to any family member of an IDEA employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to IDEA. In the event this Agreement is cancelled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor/Contractor in providing such impermissible gratuities.

**Indemnification:** VENDOR/CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "IDEA 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 VENDOR'S/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 VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S/CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

**Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor/Contractor certifies that it 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. The Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Vendor/Contractor from providing goods and/or services to IDEA. See **Attachment O** contained herein.

**Inspection:** Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor/Contractor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by IDEA to the Vendor/Contractor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, IDEA may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any non-conforming goods and/or services. IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

**Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Contract, the definition contained in the Code is to control.

**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 the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

**Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**Modifications:** The contract may only be modified, altered, or changed by a written agreement signed by both IDEA and Vendor/Contractor and their duly authorized agents.

**No Arbitration:** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent jurisdiction in the State of Texas sitting in Hidalgo County, Texas.

**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 IDEA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by IDEA's 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 IDEA's fiscal year, then IDEA will issue written notice to Vendor/Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

**No Waiver of Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR/CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING

IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

**Payment Terms:** Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by IDEA, payment terms shall be thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

- a. Fully identifies the Vendor/Contractor, including the Vendor's/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by IDEA to the Vendor/Contractor and/or the Agreement.
- b. Includes an invoice number and date.
- c. Is addressed to IDEA Public Schools, including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
- d. References the purchase order number issued.
- e. Delineates in sufficient detail the goods and/or services provided to IDEA, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by IDEA.

**Prices:** IDEA accepts Vendor's/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

**Product Recall:** Vendor/Contractor shall notify IDEA immediately if a product recall is instituted on any good and/or service Vendor/Contractor has delivered or if Vendor/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**Purchase Order Required:** Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without an IDEA approved purchase order.

**Record Keeping:** It is the responsibility of Vendor/Contractor to maintain such records as are required by law, IDEA, or as are



prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the contract shall be maintained by Vendor/Contractor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.

**Rights to Inventions Made Under a Contract or Agreement:** The Vendor/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor/Contractor and IDEA belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

**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.

**Tax Exempt:** IDEA is tax-exempt. Vendor/Contractor shall not include taxes on any Proposal, contract, PO, or invoice. IDEA will provide a tax exemption certificate to Vendor/Contractor upon request.

**Termination:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from the

Agreement with thirty (30) days written notice upon default by the Vendor/Contractor, for delay or nonperformance by the Vendor/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

**Texas Public Information Act:** Vendor/Contractor acknowledges that IDEA 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 IDEA 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.

**Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor/Contractor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this Agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative(s).

## PART VI - SUPPLEMENTAL TERMS AND CONDITIONS

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**Buy America Act:** If the source of funds identified in **Part I, paragraph 3, Funding Authority** 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:** The vendor acknowledges that it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to IDEA. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

1. Information relating to IDEA's financial, regulatory, personnel, or operational matters.
2. Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.

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

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

provided under this Agreement upon completion of the Term hereof.

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

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

**Payment and Performance Bonds:** If required pursuant to Texas Government Code Chapter 2253 related to performing public works, and prior to commencing any work pursuant to this Agreement or any Purchase Order, the Vendor shall provide Payment and Performance bonds equal to the total cost of the approved project. This shall be at the sole cost and expense of the Vendor.

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

1. **General Guidelines.** The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g. IDEA has determined that Vendor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA’s students who receive the services, and that Vendor is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor’s/Contractor’s obligations under this Section shall survive the termination or expiration of this Agreement.
2. **Definition of “Student Data”:** “Student Data” includes all Personally Identifiable Information (“PII”) and other non-public information and includes, but is not limited to, student data, metadata, and user content.
3. **Collection and Use of Student Data:** Vendor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
4. If Vendor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
5. **Data De-Identification:** Vendor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to



- any party unless that party agrees not to attempt re-identification.
6. **Marketing and Advertising:** The 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. The vendor agrees to share its incident response plan upon request.

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**PART VII – REQUIRED ATTACHMENTS**

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Attachment A – Title Page



**A Proposal Submitted in Response to  
IDEA’s Request for Proposals  
RFP#27-DSP-0125 Texas Demand Side Platform**

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

Evidence of insurance is required upon proposal submission

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

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

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

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

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

## Attachment D – IDEA Conflict of Interest Form

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

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

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

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

\_\_\_\_\_  
Date

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

## Attachment E – Texas Ethics Commission Form CIQ

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

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

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
 Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

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

\_\_\_\_\_  
 Date

## Attachment F – Felony Conviction Disclosure Statement

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

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

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

**Please mark the appropriate choice below:**

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

Name of Individual(s): \_\_\_\_\_

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

\_\_\_\_\_

Name of Individual: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Attachment G – Certification Regarding Lobbying

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Legal Vendor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative



## Attachment I – Reference Sheet

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

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

---

Street Address City State Zip

---

Contact Person Phone Number Email Address

---

Project Scope

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

---

Street Address City State Zip

---

Contact Person Phone Number Email Address

---

Project Scope

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

---

Street Address City State Zip

---

Contact Person Phone Number Email Address

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Project Scope

## Attachment J – Litigation, Terminations, Claims

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

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

\_\_\_\_\_

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

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

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

\_\_\_\_\_

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

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

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

\_\_\_\_\_

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

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

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

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

\_\_\_\_\_  
Date

## Attachment K – Proposed Pricing

Respondent shall provide pricing / price schedule referencing: "ATTACHMENT "K" in its submitted Proposal.

# Attachment L – IRS Form W-9

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

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

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 73%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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

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

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

**Purpose of Form**

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

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

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

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

## Attachment M – Deviations and Exceptions

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

## Attachment N – Certification Regarding Drug-Free Workplace

*This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701 and Pursuant to 2 CFR Part 182.*

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

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

Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

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## Attachment O – Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instructions shall disqualify the Proposal. The child support certification form can be found at: <https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-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 IX: APPENDICES

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

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

## Appendix A: RFP Completion Checklist

The documents below are required for proposal submission to be considered complete. Failure to submit the required documents may result in a proposal being deemed nonresponsive.

- Attachment A – Title 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 – Recent and Ongoing Projects
- 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 – Certification Regarding Drug-Free Workplace
- Attachment O – Child Support Certification
- By selecting this checkbox, the vendor acknowledges and agrees to the terms and the payment terms as outlined in this solicitation document.**

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Part X: ADDENDA

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

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

**END OF IDEA PUBLIC SCHOOLS RFP**