Request for Qualifications (RFQ)

#29-ENGR-0225

Structural and Civil Engineering Services for Tarrant County

Closing Date:
Wednesday, January 22, 2025
12:00 PM CST

IDEA Public Schools (herein referred to as IDEA or the organization) is seeking Statement of Qualifications from qualified and experienced firms to provide professional civil and structural engineering services for IDEA Public Schools**.** The qualified Respondent(s) must be able to provide goods and/or services with the utmost diligence, cooperation, and ethical behavior in addition to being knowledgeable of industry standards of practice, ensuring effective project planning, management, and execution. The chosen Respondent(s) will assist in the successful completion of various phases of design and construction for projects undertaken by IDEA. The chosen Respondent(s) must also demonstrate high levels of trust, competence, and integrity.

IDEA reserves the right to revise and amend the qualifications before the date set for the receipt of the Statement of Qualifications. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFQ in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send an addenda issued to the parties known to have been furnished a complete copy of the RFQ, however addenda's can be found at https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/. It is the responsibility of each respondent, before submitting the Statement of Qualifications, to contact IDEA to determine if an addenda was issued and, if so, to obtain such addenda for attachment to the Statement of Qualifications.

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 RFQ, including any purchase orders issued under said contract(s).

Please contact solicitations@ideapublicschools.org to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain applicable addenda. The e-mail subject line should read "**Questions - 29-ENGR-0225 Structural and Civil Engineering Services for Tarrant County."**

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

General Information

IDEA Public Schools ("IDEA") is a Texas nonprofit corporation and a tax-exempt organization pursuant to the 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. Although IDEA's growth is rapid, it is also carefully planned. Schools begin with select grade levels and eventually reach full scale as a K-12 campus as grade levels are added to accommodate the students' advancement.

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 affiliates serve students in other states, this Request for Qualifications and any subsequent contract is only for goods or services provided to IDEA's Texas based charter school and campuses.

Scope of Work

IDEA Public Schools is seeking Statement of Qualifications from qualified and experienced firms to provide professional civil and structural engineering services for IDEA Public Schools**.**

Qualified Respondent(s) will be placed on a list of qualified vendors available for campus/departmental use in the Texas region. The selected engineering firm(s) will be required but not limited to conducting site evaluations, preparing construction documents, and ensuring compliance with local, state, and federal codes. Services will also include structural assessments, load analysis, and recommendations for remediation or improvements. The firm must collaborate with stakeholders to align project deliverables with organizational goals and timelines. Regular progress updates, quality control measures, and

post-construction evaluations are required to ensure project success. Respondents must demonstrate prior experience and expertise in civil and structural engineering services. Services may include, but are not limited to, the following phases:

1. **Programming / Schematic Design Phase**
    - Conduct feasibility studies and site evaluations
    - Define project requirements and establish design goals
    - Develop preliminary design concepts and programming reports
2. **Design Development Phase**
    - Refine schematic designs into detailed design solutions
    - Coordinate with stakeholders to ensure project requirements are met
    - Prepare and present design updates for review and approval
3. **Construction Document Phase**
    - Produce detailed construction drawings and specifications
    - Ensure compliance with applicable codes and standards
    - Provide technical assistance during the permitting process
4. **Bidding Phase**
    - Assist in preparing bid packages
    - Respond to bidder inquiries and provide clarifications
    - Participate in bid evaluations and recommendations
5. **Construction Administration**
    - Conduct site visits to monitor progress and ensure adherence to design
    - Review submittals, shop drawings, and change orders
    - Provide technical support and address construction-related issues
6. **Warranty Phase**
    - Conduct post-construction inspections and evaluations
    - Address warranty-related issues and ensure resolution
    - Provide final documentation and project closeout reports

Statement of Qualifications Submission Requirements

Statement of Qualifications should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFQ. Emphasis should be concentrated on the vendor's ability to meet the specifications and requirements in this RFQ.

To be considered, Respondents must include the following information in their submission:

1. **Firm Overview:**
    - Name, address, and contact information
    - Overview of the firm's history, size, and areas of expertise
2. **Relevant Experience:**

- Description of a **minimum of five (5)** similar projects completed within the last **five** years – **Attachment F**
- Minimum of three (3) verifiable references from previous clients, including contact information, to include but not limited to projects similar in scope of work within governments, charter schools, or ISDs **– Attachment E**

3. **Team Qualifications:**
   - Resumes and certifications of key personnel who will be assigned to this project
   - Description of the roles and responsibilities of each team member
4. **Approach to Scope of Work:**
   - Detailed description of the firm's methodology for delivering the services outlined in the scope of work
   - Proposed project schedule and milestones
5. **Licenses and Certifications:**
   - Proof of licensure to practice engineering in the State of Texas
   - Any additional certifications relevant to the scope of work
6. **Insurance:**
   - Evidence of professional liability insurance and any other relevant coverage as specified in **Attachment G**
7. **Required Forms**
   - Attachments A - I

a. Statement of Qualifications ae required to be submitted as specified in ***Part II - Statement of Qualifications Response***

b. To be eligible for consideration Statement of Qualifications should be received electronically or by mail to the IDEA Public Schools Headquarters location no later than **12:00 PM CST on Wednesday, January 22, 2025,** along with the requisite signature pages and completed certification forms.

   All Statement of Qualifications must be received by the deadline. Statement of Qualifications submitted after the closing time and date will **not** be accepted. Faxed or emailed statements of Qualifications will **not** be accepted.

c. **Statement of Qualifications Guarantee:** Statement of Qualifications shall be honored 120 days after due date or until agreement is in place.

d. All supplemental information required by the RFQ must be included with the Statement of Qualifications. Failure to provide complete and accurate information may disqualify the respondent from consideration.

e. All costs incurred in the preparation and submission of the RFQ response shall be borne solely by the Respondent. Where Respondents may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or

participate in any interview process as related to this RFQ, all costs shall be borne by the Respondent.

f. Any Statement of Qualifications submitted in response to this RFQ will be irrevocable upon the closing time and remain open for acceptance for 120 days from the closing date whether or not another RFQ has been accepted.

g. Submission of a Statement of Qualifications shall be construed to mean that the Respondent agrees to carry out all conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified on **Attachment H – Deviations and Exceptions**. Please provide details of any noncompliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.

h. IDEA reserves the right to select any offer it determines provides the best value, regardless of price.

i. IDEA may accept multiple offers for the same services. There may not be exclusivity with any selected Respondent.

j. **Request For Qualifications Tentative Timeline**

RFQ Issue Date:	Wednesday, January 8, 2025
Pre-Qualification Meeting	Monday, January 13, 2025 @ 10:00 AM CST via Microsoft Teams
Respondent Question Cut-Off Date:	Tuesday, January 14, 2025, at 12:00 PM (CST)
Addendum Issue Date:	Friday, January 17, 2025
Statement of Qualifications Due Date & Time:	Wednesday, January 22, 2025, at 12:00 PM (CST)
Evaluation Period:	January 24, 2025 – January 27, 2025
Board Meeting:	February 28, 2025

Pre-Qualification Meeting

A virtual pre-qualification meeting will be held at 10:00 AM CST via TEAMS video conference on Monday, January 13, 2025. Questions regarding this RFQ must be submitted in writing to solicitations@ideapublicschools.org no later than the date and time indicated in the above timeline. Respondents are responsible for reviewing questions and answers issued via an addendum (if any) prior to submitting a statement of qualifications. Oral communication regarding this RFQ shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this RFQ. While the pre-qualification meeting is non-mandatory, it is highly encouraged that all potential respondents participate and attend.

Join TEAMS Meeting: Microsoft Teams Meeting
Meeting ID: 254 214 211 839

Passcode: 3jr6B6gZ

Contract Term

The agreement(s) resulting from this RFQ will be in effect as of a date established by mutual consent of IDEA and selected Vendor. The initial term is expected to begin on or about July 1, 2025, for a period of three (3) years. IDEA may choose to renew this contract for up to an additional two (2) one-year periods. IDEA shall provide written notice to the selected Vendor(s) at least thirty (30) days in advance of expiration informing Vendor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor is unable to renew the contract, the Vendor shall provide IDEA with written notice according to the instructions provided in the renewal notice.

Disclaimer

This RFQ does not commit IDEA Public Schools to award a contract, pay any costs incurred in the preparation of a response, or procure or contract for services. IDEA Public Schools reserves the right to accept or reject any or all submissions, to negotiate with any qualified respondent, and to cancel or modify this RFQ in part or in its entirety.

Required Forms (Certifications and Representations)

Respondent shall execute the stated required forms included with this Request for Qualifications.

RFQ Clarification

Questions regarding the requirements specified in this RFQ must be submitted via email to the ***IDEA Public Schools Procurement and Contract Services department*** **at solicitations@ideapublicschools.org no later than Tuesday, January 14, 2025, at 12:00 PM CST**. The email subject line should read: **Questions - 29-ENGR-0225 Structural and Civil Engineering Services for Tarrant County**. Questions submitted by Respondents by the submission deadline and answers prepared by IDEA, along with any errata or addenda to this RFQ, if applicable, will be posted on the IDEA website at: https://ideapublicschools.org/our-story/finance-budget/pcs/bids-RFQs/, on Public Purchase, and on the Tyler Munis Self Service (Texas Only) website. IDEA will not answer questions verbally and any informal oral answers provided by IDEA or its agents shall not be binding. No modification or amendment to this RFQ shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

Proposer Responsibility:

IDEA expects Respondents to be thoroughly familiar with all requirements of this RFQ. Respondent's failure or omission to examine any relevant form, article, site, or document will not relieve Respondent from any obligation regarding this RFQ. By submitting a Statement of Qualifications, Respondent is presumed to concur with all terms, conditions, and specifications of this RFQ. Any exception must be clearly defined and referenced to the proper paragraph in this

RFQ. Objections considered by IDEA as excessive or affecting vital terms may reduce or eliminate respondent's prospects for award.

Completeness:

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

False/Misleading Statements

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

Statement of Qualifications Signatures

The Statement of Qualifications must be signed by an individual with proper authority to obligate the Respondent. The signature should indicate the title or position that the individual holds in the partner (if applicable).

Selection of Respondent (s)

IDEA may award this RFQ to multiple Respondents or to the Respondent IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of Statement of Qualifications. Thus, the result will be determined by the applicable criteria as listed under **Evaluation Criteria** referenced in this RFQ. Once the Statement of Qualifications is received the qualifications will be evaluated by IDEA and then if needed interviews will be conducted with selected respondents.

Administrative Procedure for Bidder Complaints

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

IDEA Public Schools Headquarters
Attn: Director of Procurement
2115 West Pike Blvd
Weslaco, TX 78596
956-377-8000

PART II – STATEMENT OF QUALIFICATIONS RESPONSE

Statement of Qualifications may be submitted using the **Tyler Munis Self-Service** website (TEXAS ONLY), **Public Purchase,** or by sending a hard copy to:

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596

Statement of Qualifications must be in a sealed envelope marked with the RFQ Number and Title (29-ENGR-0225 Structural and Civil Engineering Services for Tarrant County) and include:

1. One (1) clearly identified hard copy ORIGINAL of the Statement of Qualifications response.
2. One (1) copies of the Statement of Qualifications on FLASH DRIVE, marked with the Respondent's name.

Note: Submissions via fax or email will not be accepted.

The respondents' Statement of Qualifications itself shall be organized as identified in ***Part I, Statement of Qualifications Submission Requirements***.

PART III – REQUIREMENTS

A. STATEMENT OF QUALIFICATIONS OPENING

Statement of Qualifications Opening is scheduled for **Wednesday, January 22, 2025, at 12:00 PM (CST)**. A formal "opening" will not be held. Trade secrets and confidential information contained in Statement of Qualifications shall not generally be open for public inspection, but IDEA's records are a matter of public record.

B. WHO IS ELIGIBLE TO RESPOND

Respondents who can meet the requirements for quality and other terms of this RFQ package, and who are not debarred and/or suspended from conducting business with IDEA, federal and

state-funded agencies are invited to respond. A prospective respondent, by submitting a Statement of Qualifications, represents to IDEA that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under this RFQ
- Is able to comply with the required scope of the RFQ
- Have a satisfactory record of integrity to ethics
- Be otherwise qualified and eligible to receive an award
- Be in service standing with the applicable national or state associations

PART IV – EVALUATION

IDEA will evaluate each Respondent's Statement of Qualifications(s) in the areas listed in this solicitation. The committee evaluating the Statement of Qualifications submitted in response to this RFQ may conduct interviews in order to allow Respondents to clarify or elaborate on their Statement of Qualifications. Upon completion of interviews or discussions, Respondents may be requested to revise any or all portions of their Statement of Qualifications.

50 Points	**Prior Experience:** Firm has demonstrated extensive knowledge and experience in providing Professional Civil and Structural Engineering consulting services with projects similar in scope in K-12 school districts and/or public charter schools in Texas utilizing *Attachment F – Recent and Ongoing Projects*.
20 Points	**Planning & Design Approach:** Firm provided an *Approach to Scope of Work* on how it will work with IDEA Public Schools to meet the scope of work specified in the RFQ. Firm's planning and design approach meets IDEA's standards.
20 Points	**Key Personnel:** Firm has active and ready employees to support project initiatives. Individual firm key employees assigned to the team must demonstrate personal experience with construction/renovation projects at different levels of complexity. This experience must be represented in each key discipline appropriate to the project scope including but not limited to architectural, structural, civil, mechanical, electrical, and technology. It is highly desired that the designated project manager has extensive experience in construction/renovation projects with varying degrees of complexity and work phasing. ***RESUMES AND CERTIFICATIONS REQUIRED UPON RFQ SUBMISSION**
10 Points	**References:** Firm has provided a minimum of three (3) verifiable references utilizing *Attachment E – Reference Sheet* for projects similar in scope of work. References have provided positive feedback on the firm's capability of meeting previous project schedules and deadlines, professionalism, quality of work, and availability to begin work.

PART V – REQUIRED ATTACHMENTS

The attachments listed below are required and shall be included with the Statement of Qualifications, along with any other forms included in this RFQ. All forms requiring signature must be signed as indicated.

1. **Attachment A** – Title Page
2. **Attachment B** – Respondent Certification
3. **Attachment C** – Certification Regarding Lobbying
4. **Attachment D** – Debarment or Suspension Certification
5. **Attachment E** – Reference Sheet
6. **Attachment F** – Recent and Ongoing Projects
7. **Attachment G** – Proof of Insurance or Bonding
8. **Attachment H** – Deviations and Exceptions
9. **Attachment I** - RFQ Completion Checklist

Attachment A – Title Page

A Statement of Qualifications Submitted in Response to:

IDEA Public Schools

Request for Statement of Qualifications

#29-ENGR-0225

Structural and Civil Engineering Services for Tarrant County

Submitted By:

_____

(Full Legal Name of Respondent)

On:

_____

(Date of Submission)

Attachment B – Respondent Certification

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 – Certification Regarding Lobbying

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

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

1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Legal Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment D – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at https://sam.gov/content/home.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment E – Reference Sheet

The Respondent shall submit a **minimum of three (3) verifiable references** from clients/organizations (governments, charter schools, or ISDs) for any projects completed in the past **five (5) years**. It is recommended that the Respondent provide references that are similar or as closely related to this unique agreement, if possible. IDEA would prefer some of the references to be new customers in the last year, and Texas clients/organizations are preferred. Each reference provided must include: reference's name, contact person, contact person phone number, address, city, state, and zip code, and a brief project scope and timeframe.

COMPANY NAME

STREET ADDRESS	CITY	STATE	ZIP CODE

CONTACT PERSON	PHONE NUMBER	EMAIL ADDRESS

PRODUCTS/SERVICES USED

PROVIDE A BRIEF PROJECT SCOPE AND TIMEFRAME FOR THE ABOVE-MENTIONED REFERENCE IN THE SPACE BELOW:

_____
_____
_____
_____
_____

COMPANY NAME

STREET ADDRESS | CITY | STATE | ZIP CODE

CONTACT PERSON | PHONE NUMBER | EMAIL ADDRESS

PRODUCTS/SERVICES USED

PROVIDE A BRIEF PROJECT SCOPE AND TIMEFRAME FOR THE ABOVE-MENTIONED REFERENCE IN THE SPACE BELOW:

_____
_____
_____
_____
_____

COMPANY NAME

STREET ADDRESS | CITY | STATE | ZIP CODE

CONTACT PERSON | PHONE NUMBER | EMAIL ADDRESS

PRODUCTS/SERVICES USED

PROVIDE A BRIEF PROJECT SCOPE AND TIMEFRAME FOR THE ABOVE-MENTIONED REFERENCE IN THE SPACE BELOW:

_____
_____
_____
_____
_____

Attachment F – Recent and Ongoing Projects

Respondent shall a **minimum of five (5)** projects completed in the past **five** years that are similar to the scope of work in this RFQ. If additional space is required, attach additional pages hereto.

1. _____
COMPANY NAME

_____
STREET ADDRESS CITY STATE ZIP CODE

_____
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

_____
PROJECT START DATE PROJECT COMPLETION DATE

_____
SIZE OF PROJECT (SQ.FT.) DOLLAR VALUE

BRIEF PROJECT SCOPE:
_____
_____
_____
_____
_____

2. _____
COMPANY NAME

_____
STREET ADDRESS CITY STATE ZIP CODE

_____
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

_____
PROJECT START DATE PROJECT COMPLETION DATE

_____
SIZE OF PROJECT (SQ.FT.) DOLLAR VALUE

BRIEF PROJECT SCOPE:
_____
_____

_____
_____
_____

3. _____
COMPANY NAME

_____
STREET ADDRESS CITY STATE ZIP CODE

_____
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

_____
PROJECT START DATE PROJECT COMPLETION DATE

_____
SIZE OF PROJECT (SQ.FT.) DOLLAR VALUE

BRIEF PROJECT SCOPE:
_____
_____
_____
_____
_____

4. _____
COMPANY NAME

_____
STREET ADDRESS CITY STATE ZIP CODE

_____
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

_____
PROJECT START DATE PROJECT COMPLETION DATE

_____
SIZE OF PROJECT (SQ.FT.) DOLLAR VALUE

BRIEF PROJECT SCOPE:
_____
_____
_____

_____
_____

5. _____
COMPANY NAME

_____
STREET ADDRESS CITY STATE ZIP CODE

_____
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

_____
PROJECT START DATE PROJECT COMPLETION DATE

_____
SIZE OF PROJECT (SQ.FT.) DOLLAR VALUE

BRIEF PROJECT SCOPE:
_____
_____
_____
_____
_____

6. _____
COMPANY NAME

_____
STREET ADDRESS CITY STATE ZIP CODE

_____
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

_____
PROJECT START DATE PROJECT COMPLETION DATE

_____
SIZE OF PROJECT (SQ.FT.) DOLLAR VALUE

BRIEF PROJECT SCOPE:
_____
_____
_____
_____
_____

Attachment G – Proof of Insurance or Bonding

Please provide proof of insurance and/or bonding with RFQ submission.

IDEA requires the minimum insurance coverage & limits as stated below:

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

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

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

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

Rev. December 8, 2022

Attachment H –Deviations and Exceptions

If the undersigned Vendor intends to deviate from the specifications listed in this RFQ, 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 RFQ award decisions, and IDEA reserves the right to accept or reject any statement of qualifications 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 statement of qualifications 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 RFQ.

☐ 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 RFQ 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 RFQ except as follows:

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

Legal Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment I – RFQ Completion Checklist

The documents below are <u>required</u> for statement of qualifications submission to be considered complete. Failure to submit the required documents may result in a statement of qualifications being deemed nonresponsive.

☐ Firm Overview

- Name, address, and contact information
- Overview of the firm's history, size, and areas of expertise

☐ Relevant Experience

- Description of similar projects completed within the last five years
- References from previous clients, including contact information

☐ Team Qualifications

Resumes and certifications of key personnel who will be assigned to this project

Description of roles and responsibilities of each team member

☐ Approach to Scope of Work

Detailed description of the firm's methodology for delivering the services outlined in the scope of work

Proposed project schedule and milestones

☐ Licenses and Certifications

Proof of licensure to practice engineering in the State of Texas

Any additional certifications relevant to the scope of work

☐ Attachment A: Title Page

☐ Attachment B: Respondent Certification

☐ Attachment C: Certification Regarding Lobbying

☐ Attachment D: Debarment or Suspension Certification

☐ Attachment E: Reference Sheet (minimum of 3 verifiable references)

☐ Attachment F: Recent and Ongoing Projects (minimum of 5 projects in the past 5 years)

☐ Attachment G: Proof of Insurance or Bonding

☐ Attachment H: Deviations and Exceptions

☐ Attachment I: RFQ Completion Checklist

☐ **<u>By selecting this checkbox, the vendor acknowledges and agrees to the terms and conditions outlined in this solicitation document.</u>**

Attachment J – Sample Independent Contractor Agreement

⚠ Below is a SAMPLE of IDEA Public Schools' Independent Contractor Agreement (ICA). This is to be utilized as a reference for IDEA's contract terms and conditions only.

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN IDEA PUBLIC SCHOOLS AND

<<CONTRACTOR NAME>>

This Independent Contractor Agreement ("**ICA**") is made by and between **IDEA Public Schools**, a non-profit corporation and open-enrollment charter school organized and existing under the laws of the State of Texas ("**IDEA**"), and **<<Contractor Name>>**, a <<State entity type>> ("**Contractor**"). Collectively, IDEA and Contractor are referred to as a "**Party**" and, collectively, the "**Parties**."

I. PURPOSE OF AGREEMENT

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

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

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

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

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

II. TERMS AND CONDITIONS

1. **Term**: This ICA shall begin upon execution by the Parties and shall conclude on <<date>> (the "**Term**"), unless terminated earlier pursuant to the terms of this ICA. This Agreement may be renewed for up to four (4) additional one (1) year terms if the Parties agree in writing at least

SAMPLE

sixty (60) days prior to the end of the then-current Term (each a "**Renewal Term**"). Any renewal term is subject to and conditioned upon the approval of the Board of Directors. Should the Board of Directors not approve this Agreement, IDEA may terminate the agreement, notify Contractor, and pay Contractor for services actually performed, and with no further obligation of IDEA. In such event, Contractor will provide all records of work conducted.

2. **Services**: Contractor shall perform the services described and set forth in the Scope of Work attached as **Exhibit A** to this ICA and incorporated herein by reference (the "**Services**"). The Parties may, by mutual agreement, amend the Services to be provided pursuant to this ICA, and any amended and executed Scope of Work shall become a part of this ICA. The Services shall be performed in compliance with applicable federal, state, and local law. In rendering the Services, Contractor shall comply with all rules and regulations of IDEA. IDEA retains the right to stop or request alteration of the Services performed by Contractor in order to assure conformity with this ICA.

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

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

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

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

5. **Termination**:

a) **Termination for Convenience**: Either party may terminate this ICA at any time, with or without cause, by giving the other party thirty (30) days' written notice.

b) **Termination for Breach**: Either party may terminate this ICA immediately upon written notice of breach of any party by the other party.

SAMPLE

i. For purposes of this subsection, IDEA will be in breach if any of the following occur: IDEA fails to make any payment when due;

ii. IDEA fails to perform promptly at the time and in the manner specified in this ICA; or

iii. IDEA makes any representation or statement to Contractor that is false or misleading in any material respect.

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

i. Contractor fails to perform promptly at the time and in the manner specified in this ICA;

ii. Contractor makes any representation or statement to IDEA that is false or misleading in any material respect;

iii. Contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction involving state or federal funding by any state or federal department or agency; or

iv. Contractor fails to comply with and/or assist IDEA in complying with any applicable provisions of Chapter 22, Texas Education Code relating to required criminal history background checks, or if any of Contractor's employees who have continuing duties related to the Services and have direct contact with students have a disqualifying criminal history.

c) **Non-Appropriation/Funding Out**: This ICA 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 ICA is further conditioned on continued allocation of funds by IDEA's Board of Directors (the "**Board of Directors**"). If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board of Directors fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Contractor and IDEA may terminate this ICA without further duty or obligation hereunder.

d) **Effect of Termination**: Upon expiration or termination of this ICA, neither party shall have further obligation under this ICA except for obligations due and owing which arose prior to the date of termination, and obligations, promises, or covenants contained in this ICA which expressly extend beyond the term of this ICA. In no event shall termination by IDEA as provided for under this ICA give rise to any liability on IDEA's part including, but not limited to, Contractor's potential claims for compensation for anticipated profits, unabsorbed overhead (including cost for equipment acquired by Contractor to perform the Services), or interest on borrowing. IDEA's sole obligation hereunder is to pay Contractor for goods or services received by IDEA prior to the date of termination.

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

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

SAMPLE

6. **Independent Contractor**: Contractor is an independent contractor. Nothing in this ICA, whether express or implied, is intended nor shall be construed to create a partnership, joint venture, employment, or agency relationship between IDEA and Contractor. As an independent contractor, Contractor is solely responsible for its conduct of business operations, including employee salaries and benefits, travel expenses, meal expenses, accommodation expenses, etc., and for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

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

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

7. **Amendment**: This ICA may be amended at any time by mutual agreement of the Parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both IDEA and Contractor.

8. **Assignment**: This ICA may not be assigned by either party without the prior written consent of both Parties.

9. **Background Checks**: Contractor must (see **Exhibit C** as incorporated herein by reference) coordinate and cooperate with IDEA to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Contractor and any of Contractor's personnel who will have continuing duties related to this ICA and will have direct contact with students. Contractor shall reimburse IDEA for its direct costs associated with conducting the appropriate criminal history background check for Contractor and Contractor's personnel.

10. **Compliance with Applicable Law**: Contractor shall fully comply with all provisions of applicable federal and state law, including, without limitation, the IDEA and Section 504, the Texas Education Code and the Texas Administrative Code. Contractor must also fully comply with any and all federal, state, and local laws or regulations regarding any necessary business permit(s) and/or license(s) that are required to perform the Services described in this ICA in Texas public schools. Contractor shall provide IDEA with copies of such permit(s) and/or license(s) within ten business days of the Parties' execution of this ICA, and Contractor shall immediately notify IDEA of any changes to same.

11. **Confidential and/or Proprietary Information**: Contractor acknowledges that, in connection with this ICA, 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 ICA, "**Confidential Information**" shall include, without limitation:

a) Information relating to IDEA's financial, regulatory, personnel, or operational matters;

SAMPLE

b) Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners;

c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs;

d) Contracts, product plans, sales and marketing plans, and business plans; and

e) 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.

f) The term "**Confidential Information**" does not include the following:

i. Information available to the public through no wrongful act of the receiving party;

ii. Information that has been published; and

iii. Information required in response to subpoena, court order, court ruling, or by law.

Contractor agrees that it will not, at any time during or after termination of this ICA, 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.

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

12. **Debarment and Suspension**: Neither Contractor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

13. **Enforcement**: It is acknowledged and agreed that Contractor's services to IDEA are unique, which gives Contractor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably or adequately compensated in damages. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause IDEA irreparable injury and damage. 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 ICA, but only if IDEA is not in breach of this ICA.

14. **Entire Agreement**: This ICA contains the entire agreement of the Parties concerning the subject matter described herein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. This ICA supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.

15. **Equal Opportunity**: Contractor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

SAMPLE

16. **Execution**: This ICA may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

17. **Force Majeure**: Neither party hereto will be deemed in default of this ICA be liable or responsible to the other party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under this ICA become illegal, impossible, impracticable, not reasonably possible, or if a party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

18. **Cancellation**: The performance of the Agreement by either Party shall be subject to including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases, curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 25 percent of prospective Event attendees from appearing at the [Hotel/Event], or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

19. **Gratuities**: IDEA may, by written notice to Contractor, cancel this ICA 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 Contractor, or any agent or representative of Contractor, to any officer or employee of IDEA with a view toward securing this ICA or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of this ICA. In the event this ICA 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 Contractor in providing such gratuities.

20. **Identity Theft Protection**:

a) Contractor agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Texas Business and Commerce Code § 521.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Contractor agrees that "personal identifying information" and "sensitive personal information" will be collected only as necessary and in conjunction with this ICA, and will be

SAMPLE

restricted in its distribution and accessibility such that only authorized representatives of Contractor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, "personal identifying information" and "sensitive personal information" will be disposed of through secure means, such as shredding paper files and erasing electronic files.

b) Contractor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not "personal identifying information" or "sensitive personal information"; (iii) that is obtained by Contractor from third parties without restrictions on disclosure and is not obviously "personal identifying information" or "sensitive personal information"; or (iv) is required to be disclosed by order of a court or other governmental entity.

c) Contractor stipulates that this ICA does not convey ownership of "personal identifying information" or "sensitive personal information" provided by IDEA under this ICA.

d) If Contractor becomes aware of a disclosure or security breach concerning any "personal identifying information" or "sensitive personal information" covered by this ICA, Contractor 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 and Commerce Code, Contractor shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at IDEA's sole discretion, result in IDEA's immediately terminating this ICA without financial penalty.

21. **Indemnification**: CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD OF DIRECTORS, 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 CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS ICA AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR, OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS ICA AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

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

If Contractor is either: (i) an individual; or (ii) a private corporation which has at least one (1) owner holding twenty five percent (25%) or more of the shares in the corporation, Contractor must

SAMPLE

complete **Schedule 1**, attached hereto. If Contractor is neither of (i) or (ii) above, please line through Schedule 1, attached hereto, and mark "N/A," date and sign.

23. **Insurance Requirements**:

a) **No Insurance Requirements as to 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.

b) **Contractor Insurance Requirements**: Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall, at all times during the Term hereof and at Contractor's sole expense, keep in full force and effect the following minimum limits of insurance:

i) **General Liability**: Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: $1,000,000.00 per occurrence and $2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Contractor or anyone directly or indirectly employed by Contractor. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

ii) **Professional Liability**: If Contractor performs licensed professional services, Contractor shall maintain professional liability insurance for licensed professionals performing work pursuant to this ICA in an amount not less than $1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

iii) **Automobile Insurance**: Contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Contractor's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of $1,000,000.00 combined single limit, per accident. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

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

SAMPLE

1. The policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of IDEA in the care, custody, or control of Contractor.

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

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

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

vi) **Sexual Abuse, Molestation or Misconduct**: If applicable, Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least $1,000,000.

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

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

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

25. **Limitations**: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON 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.

26. **No Wavier of Defaults**: The failure at any time by either party to enforce or require the strict keeping and performance of any of the terms and conditions of this ICA will not constitute a waiver of such terms, conditions, or rights, and will not affect or impair the Parties' respective right at any time to avail themselves of the terms, conditions, or rights under this ICA.

27. **No Waiver of Immunity**: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ICA, CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS ICA SHALL BE CONSTRUED AS A

SAMPLE

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.

28. **Notice Concerning Withholding of Taxes**: Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements and will be required to file individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify IDEA for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by IDEA as a result of Contractor's failure to make such required payments. Contractor's obligations contained in this Section survive termination or expiration of this ICA and continue on indefinitely, and cannot be waived or varied.

29. **Privacy of Student Data**:

a) **General Guidelines**: The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act ("**FERPA**"), 20 USC § 1232g. IDEA has determined that Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA's students who receive Services, and that Contractor is the agent of IDEA solely for the purpose of providing Services under this ICA. Contractor and Contractor's personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Contractor's obligations under this Section shall survive the termination or expiration of this ICA.

b) **Definition of "Student Data"**: "**Student Data**" includes all Personally Identifiable Information ("**PII**") and other non-public information and includes, but is not limited to, student data, metadata, and user content.

c) **Collection and Use of Student Data**: Contractor will only collect Student Data necessary to fulfill its duties as outlined in this ICA. Contractor will use Student Data only for the purpose of fulfilling its duties and providing Services under this ICA, and for improving Services under this ICA. Contractor is prohibited from mining Student Data for any purposes other than those agreed to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

d) **Data De-Identification**: Contractor may use de-identified Student Data for product development, research, or other purposes. De-identified Student Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless that party agrees not to attempt re-identification.

e) **Marketing and Advertising**: Contractor will not use any Student Data to advertise or market to students or their parents.

f) **Modification of Terms of Service**: Contractor will not change how Student Data are collected, used, or shared under the terms of this ICA in any way without advance notice to and consent from IDEA.

SAMPLE

g) **Student Data Sharing**: Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.

h) **Access and Transfer or Destruction**: Any Student Data held by Contractor will be made available to IDEA upon request by IDEA. Contractor will ensure that all Student Data in its possession and in the possession of any subcontractors or agents to which Contractor may have transferred Student Data are destroyed or transferred to IDEA when the Student Data is no longer needed for its specified purpose, at the request of IDEA.

i) **Rights and License In and To Student Data**: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this ICA. This ICA does not give Contractor any rights, implied or otherwise, to Student Data, content, or intellectual property, except as otherwise expressly stated in this ICA. This includes the right to sell or trade Student Data.

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

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

Additionally, IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Contractor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

31. **Rights to Inventions Made Under a Contract or Agreement**: Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of this ICA 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.

32. **Service of Notices**: All notices, requests, and communications required or permitted hereunder must be written and delivered to the party to be notified (i) by hand delivery, (ii) by United States mail, or (iii) by email or fax transmission. Notice will be effective upon physical delivery of the notice by messenger service or four business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgment of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

SAMPLE

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

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

33. **Severability**: In the event that any provision of this ICA 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 ICA 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 ICA.

34. **Survival**: The obligations of the Parties contained in this ICA which by their nature survive after the Term hereof shall continue on indefinitely or as otherwise provided by this ICA.

35. **Texas Public Information Act**: 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.

36. **Works for Hire**: Contractor agrees that the Services and related activities, tasks, results, inventions and intellectual property developed or performed pursuant to this ICA are "works for hire" and as such the results of said work is by virtue of this ICA assigned to IDEA, and shall be the sole property of IDEA for all purposes, including but not limited to copyright, trademark, service mark, patent and trade secret laws.

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

IDEA PUBLIC SCHOOLS

SAMPLE

(Signature) (Date)

Cody Grindle, President

(Printed Name and Title)

<<CONTRACTOR NAME>>

(Signature) (Date)

(Printed Name and Title)

(Signature) (Date)

(Printed Name)

SAMPLE

Exhibit A – Scope of Work

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

INSERT LIST/DESCRIPTION OF SERVICES TO BE PROVIDED

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

SAMPLE

Exhibit B – Payment Schedule

INSERT DESCRIPTION OF FEE SCHEDULE

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

SAMPLE

MEMORANDUM OF UNDERSTANDING
COMPLIANCE WITH CRIMINAL HISTORY
BACKGROUND CHECK REQUIREMENTS

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

WHEREAS, **<<Contractor Name>>** ("**Contractor**") provides contract services to IDEA; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. IDEA will provide access to its LEE Fast Pass to Provider in the event that Contractor and/or any of Contractor's employees is a "covered employee" under TEC § 22.0834, provided that Contractor provides IDEA with sufficient documentation needed for IDEA to facilitate a national criminal history record information search through the DPS Clearinghouse.

2. IDEA will obtain national criminal history information review reports through the DPS Clearinghouse for Contractor and/or any of Contractor's employees that is a covered employee, and will notify Contractor if Contractor and/or any of Contractor's employees have a disqualifying criminal history; provided, however that IDEA will not provide DPS Clearinghouse results to Contractor.

3. The Parties agree to work expeditiously to complete fingerprinting for Contractor and/or Contractor's employees, and this MOU shall expire when all applicable fingerprint results have been received and reviewed by IDEA. In no event shall this MOU remain effective for more than 30 days beyond the effective date of this MOU without mutual written extension by both parties.

SAMPLE

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

ACCEPTED AND AGREED TO:

IDEA PUBLIC SCHOOLS

(Signature)	(Date)
Cody Grindle, President	
(Printed Name and Title)	

<<CONTRACTOR NAME>>

(Signature)	(Date)
(Printed Name and Title)	

(Signature)	(Date)
(Printed Name)	

SAMPLE

Exhibit C – Criminal History Review of Contractor Employees

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

Definitions:

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

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

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

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

SAMPLE

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Please complete the information below:

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

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

Or

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

1. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.

2. Upon request, Contractor will provide IDEA with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.

3. If IDEA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to IDEA.

4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

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

_____ _____

Signature of Contractor Official Date

SAMPLE

Debarment or Suspension Certificate

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

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

Signature of Contractor Official	Date

SAMPLE

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

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at $150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination for Cause and Convenience. All contracts in excess of $10,000 must address termination for cause and for convenience by the school including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter districts must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and

SAMPLE

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

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

11. Procurement of Recovered Materials. The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with

SAMPLE

maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SAMPLE

Schedule 1 – Child Support Certification

TEXAS Health and Human Services

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:

SAMPLE

END OF IDEA PUBLIC SCHOOLS RFQ