TEXAS



Request for Proposal #24-ERPS-0725 Texas ERP System

Purchasing Department 2115 West Pike Blvd Weslaco, TX 78596

solicitations@ideapublicschools.org



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Procurement Specialist: Delilah Veliz Email: solicitations@ideapublicschools.org

Purpose of Request for Proposal (RFP): The purpose of this Request for Proposal (RFP) is to solicit proposals from software vendors, systems integrators, and/or Value-Added Resellers (VARs) who can demonstrate that they possess the organizational, functional and technical capabilities to provide an Enterprise Resource Planning (ERP) Software solution that meets the needs of IDEA Public Schools (IDEA). The modules included, but not limited to, are Financials, Human Resources, Grants, Procurement and Payroll. The preference is to select a single vendor and begin implementation of a replacement ERP solution in the third quarter of 2025. The ERP system will enhance data accuracy, compliance, and decision-making while meeting federal, state, and local guidelines. IDEA reserves the right to accept all or part of any proposal and/or scope of work, at its sole discretion. Additionally, IDEA retains the right to modify the scope of work as deemed necessary to meet its objectives.

Timeline:

All dates and times are tentative and subject to change.

First Advertisement Date/Issue Date: Wednesday, April 9, 2025 Second Advertisement Date: Wednesday, April 16, 2025

Pre-Proposal Meeting: Tuesday, April 22, 2025, at 11:00AM CST Respondent Question Cut-Off Date: Wednesday, April 23, 2025, at 12:00PM CST

Addendum Issue Date: Friday, April 25, 2025

Proposals Due by Date & Time: Monday, May 12, 2025, at 12:00PM CST

Anticipated Evaluation Period: May 15, 2025 – May 20, 2025
Invitation for Request to Demo: Thursday, May 22, 2025
Software Demo & Implementation Presentations: Tuesday, May 27, 2025
Discovery Sessions (Optional) Friday, May 30, 2025

Anticipated Board Meeting & Approval: July 2025

Initial Proposed Contract Term:

Renewal(s):

July 2025 (term TBD upon award)

TBD (subject to mutual agreement)

Pre-Proposal Conference

A virtual pre-proposal meeting will be held at 11:00AM CST via TEAMS video conference on Tuesday, April 22, 2025. Questions regarding this RFP 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 prior to submitting a proposal. Oral communications regarding this RFP shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this proposal. While the pre-proposal meeting is non-mandatory, it is highly encouraged that all potential respondents participate and attend.

Join TEAMS Meeting: Microsoft Teams Meeting

Meeting ID: 258 706 662 552

Passcode: RS3EC2kb

Proposal Submission: Proposals may be submitted using <u>Public Purchase</u>, <u>Tyler Munis Vendor Self-Service</u>, or by sending one (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools

RFP #24-ERPS-0725 Texas ERP System

Attn. Purchasing Department

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Proposals must be in a sealed envelope <u>marked with the RFP Number and Title (24-ERPS-0725 Texas ERP</u> System) and include:

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

Proposals MUST be organized as specified in *Part III – Proposal Submission & Requirements* and received by IDEA no later than 12:00PM CST on Monday, May 12, 2025, as outlined in the RFP timeline. Failure to do so may result in the proposal not being considered.

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

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

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

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

PART I – CURRENT CONDITIONS/BACKGROUND

Introduction: IDEA Public Schools ("IDEA") is a Texas non-profit corporation and a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open-enrollment charter holder, governmental entity, and public school system. IDEA transforms education by preparing graduates to succeed in college and life. IDEA is a growing network of high-performing charter schools serving students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions.

IDEA 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, nearly 100% of seniors have been accepted and matriculated to a college or university every year. Thanks to a rigorous path to college, IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

Note: While IDEA's program, curriculum, and mission has been replicated to serve students in other states, this Request for Proposals and any subsequent contract is only for goods and services provided to IDEA's Texas based charter school and campuses.

Project Background: IDEA Public Schools is a Texas-based charter school network dedicated to providing high-quality education and fostering student achievement. Currently, we utilize the Tyler Munis system for managing our financial, HR, and procurement processes. However, as our organization continues to grow and our operational needs evolve, we are exploring new ERP systems that can better support our expanding requirements.

Our primary goals in seeking a new ERP system are to improve data integration across departments, enhance user accessibility, streamline reporting for state and federal compliance, and increase overall operational efficiency. The selected ERP system should provide robust support for finance, human resources, procurement, and compliance, with a focus on flexibility and ease of use. We are committed to identifying a solution that will support our staff, streamline processes, and enable us to meet all regulatory and reporting requirements efficiently.

Project Vision: This RFP seeks a qualified vendor to provide, install, and support an Enterprise Resource Planning (ERP) system tailored for the needs of IDEA Public Schools. The objectives of this system are to:

- 1. Acquire and implement an ERP system that improves operational efficiency and data accuracy across departments
- 2. Enable integrated reporting and real-time data access for informed decision-making by school leaders and staff
- 3. Ensure compliance with federal, state, and local guidelines applicable to K-12 charter schools
- 4. Provide scalability to accommodate future growth and additional functionality as needed
- 5. Ensure that the ERP system integrates smoothly with current software and data systems

The system should be designed to integrate finance, human resources, procurement, compliance, and other operational data to streamline and support decision-making, meet state reporting requirements, and facilitate compliance with federal, state, and local guidelines.

PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

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

IDEA Public Schools (IDEA) is seeking an integrated "commercial off the shelf", configurable, packaged solution(s) that will meet its core requirements with minimal modifications. IDEA expects the Vendor to perform the related professional services (e.g. best practices, guidance, training, project management, implementation, integration and report development) in a timely and professional manner. Services should be provided by experienced ERP experts who have successfully implemented the proposed solution(s) at comparable entities with similar requirements for the modules in scope, including financial, human resources, payroll, grants, procurement, and licenses.

IDEA Public Schools (IDEA) prefers a single platform solution for HR and ERP but is willing to consider a "best of breed" approach and will consider proposals from single Vendors or from multiple Vendors working as a team. In the event that multiple Vendors submit a proposal together, IDEA Public Schools expects that there will be <u>one</u> primary contact that will be responsible for the whole project and for coordinating the work of the other Vendors. All responding parties must be clearly identified and a synopsis of the partner relationship as well as the party that will serve as the prime vendor/ contact for IDEA must be detailed.

The ideal Vendor should have experience in successfully implementing the proposed solutions at educational agencies of similar size to IDEA Public Schools and/or in larger agencies. The successful Vendor shall be responsible for the final IDEA Public Schools approved design, installation, implementation and commissioning of the ERP

system, including development of user acceptance testing, system integration and connectivity to existing resources.

This RFP process aims to identify the most effective overall solution(s) for IDEA Public Schools in relation to this investment. The award shall be made to the qualified Vendor(s) whose proposal is most advantageous with price and other factors considered. Other factors that may contribute to the selection process include but are not limited to the following:

- Project approach and understanding of the IDEA Public Schools objectives and requirements.
- Supplier's implementation methodology and implementation success.
- Feedback on customer references.
- Compliance with IDEA Public Schools terms and conditions.
- Ability to meet IDEA Public Schools requirements including software modules, functionality, usability, performance, flexibility, integration and technology.
- Suppliers' installed base and experience with educational entities similar to IDEA Public Schools.
- Ability to integrate with other IDEA Public School systems listed in Part II Scope and Specifications of the Proposal, Section A.
- Cost and quality of ongoing maintenance and support.

A. Current Applications

The following applications are used by IDEA Public Schools for major business functions:

- Mindsphere
- Tyler Munis
- Service Now
- Frontline Time and Attendance
- Jobvite
- Cornerstone
- Rapid Identity
- Qualtrics
- Raptor
- PowerSchool
- Clever
- Snowflake
- Salesforce

Information about their replacement or interface is provided for the proposer's convenience. IDEA Public Schools intends to discuss the future use of these applications during software demonstrations and contract negotiations.

B. Business Goals

The ERP solution shall enable IDEA Public Schools to meet the following business goals:

- Establish a technical foundation for the ERP solution that is reliable and accommodates the changing business needs of IDEA Public Schools.
- Enable consistent adoption and application of policies and procedures across departments.
- Increase efficiency to improve services for our team and family.
- Work with all stakeholders to increase the capabilities of the workforce and optimize the delivery of services.

- Reduce the effort required to convert data to actionable information and increase the accuracy and timeliness of financial, personnel, and acquisition information to enable IDEA Public Schools to optimize resources and make better-informed decisions.
- Protect the privacy and security of IDEA Public Schools employees and student information.
- Facilitate open and transparent operations.
- Establish core functionality within the ERP Solution that delivers the greatest business benefit to IDEA
 Public Schools, by reducing the number of redundant systems and processes.
- Provide an ERP solution that minimizes risk and maximizes business benefits.
- Provide robust State reporting functionality with proper automation and ability to submit on-demand.

C. Project Scope – Software

The project scope for procurement and implementation of software solutions is briefly described in the chart below. Specific functionality within each category listed below is more thoroughly described in **Attachment W** - **Functional Requirements.** The current employee count is approximately 10,511 and the current user count is approximately 1,491.

Functional Scope		
Financials	Human Resources/Payroll	
General Ledger	Personal Administration	
 Purchasing / Contracts 	Applicant Tracking & Hiring	
Accounts Payable	Position Control	
 Accounts Receivable / Misc. Billing 	Benefit Administration	
Utility Billing	Leave Management	
Cashiering	Time Entry	
Project / Grant Accounting	Payroll	
Capital Assets	Employee Self—Service	
Budgeting	Talent Management	
Vendor Self Service		
Procurement		

D. Project Scope – Implementation Services

IDEA Public Schools is aware of the level of effort required for an ERP implementation. IDEA Public Schools also understands the importance of disciplined implementation that includes services for project management, system design and documentation, testing, and training. They also desire a project where implementation consultants will participate in configuring the ending solution and providing in-depth consultation regarding process efficiencies and best practices.

E. Project Scope – Implementation Deliverables

To ensure quality throughout the implementation, the project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the vendor and will be formally presented to IDEA Public Schools for review and sign off. For projects with multiple phases, IDEA Public Schools expects each phase to contain each deliverable (unless noted).

- 1) **Comprehensive Project Plan** Detailed listing of tasks for the entire project that includes the following for each task: due date, responsibility, predecessors, etc. Tasks to include on the project plan will include all implementation activity, deadlines, milestones, sign offs, review periods, and deliverables.
- 2) **System Design Document** Work product that identifies both the business process decisions as well as system configuration decisions for each in scope business process and system feature.

- 3) **Testing Scripts** Test scripts based on the functional requirements and system design document that require the successful completion of each item in scope (functional requirements) and the setup of the system (system configuration).
- 4) **Training Documentation** Complete system manual for how to use the configured system.

F. Project Scope – Software as a Service/Platform as a Service

Proposers offering software-as-a-service/Platform as a Service should complete **Attachment R - Technical Requirements** and **Attachment S - Proposed Service Level Agreement**.

G. Project Schedule

IDEA Public Schools prefers to start implementation in July 2025. However, IDEA Public Schools is looking for the proposers to offer guidance and recommendations on the project schedule, given the information provided in this RFP.

H. Project Staffing

IDEA Public Schools will make every effort to staff the project appropriately and understand that staffing a project is important to its success. IDEA Public Schools will provide the appropriate staffing but are also asking for guidance from proposers on appropriate staffing levels. Prosers should provide staff information as defined in **Attachment V - Staffing**.

I. Statement of Work

IDEA Public Schools will require the development of a detailed statement of work, including a high-level project plan, prior to contract signing. The statement of work will include and describe at least the following and may include additional items that IDEA Public Schools deems necessary:

- Project scope
- Project milestones
- Project deliverables
- High level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Project change control procedures

J. Interfaces

Interface requirements have been included in the functional requirements. Proposers should respond to each functional requirement, including the interface requirements, to identify the proposed scope. Any positive response — "Y" or "Y-ND" is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing. Interfaces to IDEA Public Schools existing systems are critical to the project success.

K. Data Conversion

IDEA Public Schools understands the level of effort required to convert data and is interested in converting only essential data required for the new system. **Attachment U – Conversions (Reference Page)** provides a list of systems/processes currently in use by IDEA. **Attachment U – Conversions (Reference Page)** shall be used as a reference page only; vendors are not required to complete and/or provide any information on this attachment.

L. Vendor Qualifications

To be considered for this RFP, proposers must meet the following minimum qualifications:

1. Industry Recognition & Market Presence

Proposers must demonstrate a strong market presence and be recognized by reputable
industry analysts and/or provide evidence of at least five (5) successful implementations of
their ERP system in organizations of similar size and complexity utilizing Attachment J – Recent
and Ongoing Projects.

2. Experience & Proven Performance

- Proposers must have a minimum of five (5) years of experience providing ERP solutions to K-12 schools, higher education institutions, or similar public sector entities.
- The proposed ERP system must be currently used by at least three (3) public sector organizations.

3. Technology & Security Standards

- The ERP system must be cloud-based supporting scalability and integration with third-party applications.
- The system must comply with industry security standards, such as SOC 2, ISO 27001, or other relevant cybersecurity certifications.

4. Implementation & Support Capabilities

- Proposers must offer comprehensive implementation services, including data migration, user training, and ongoing technical support.
- The provider must offer a dedicated account management team and a 24/7 support option for technical issues.

IDEA Public Schools will review and score all proposals that meet minimum qualifications received as part of a documented evaluation process. For each decision point in the process, IDEA will evaluate proposers according to the Evaluation Criteria specified on **Part IV – Evaluation Criteria** of the RFP and will then elevate the top two (2) proposers to compete in the next level. *Proposers not previously elevated may be elevated later*.

M. Desired Timeline

- 1. Project Kickoff and Planning: September 15, 2025
- 2. ERP Implementation Plan: October 1, 2025
- 3. ERP System Installation and Configuration: Based on implementation plan
- 4. **Data Migration and Integration:** Based on implementation plan
- 5. **Customization and Development:** Based on implementation plan
- 6. **Testing and Quality Assurance:** Based on implementation plan
- 7. **Go-Live:** January 1, 2027
- 8. Post-Implementation Support: From January 1, 2027, for a period of 6 to 9 months

N. Acceptance Criteria

The project will be deemed complete when:

- All deliverables have been provided and approved by IDEA Public Schools.
- The ERP system has been successfully implemented and tested.
- School personnel are fully trained and can effectively utilize the system.
- Post-implementation support has been provided, and all issues are resolved.

O. Payment Schedule

Payments will be made according to the following milestones:

1. Upon Completion of Project Planning and Needs Assessment: 20%

- 2. Upon Completion of ERP Installation and Configuration: 20%
- 3. Upon Completion of Data Migration and Integration: 15%
- 4. Upon Delivery of Customizations and Training: 15%
- 5. Upon Successful Go-Live and Completion of Post-Implementation Support: 30%

Contract Term: The agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of IDEA and selected Vendor. The contract period and renewal terms for the agreement(s) resulting from this RFP will be determined upon award. **The initial term is expected to begin on or about July 2025, with renewal options subject to mutual agreement.** IDEA will provide written notice to the selected Vendor(s) at least thirty (30) days before expiration regarding renewal, amendment, or termination. The Vendor must follow the instructions provided in the renewal notice if they choose not to renew.

Insurance Requirements: No Insurance Requirements for to IDEA. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. The insurance coverage specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.

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

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

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

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

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

PART III – PROPOSAL SUBMISSION & REQUIREMENTS

Proposal Response Requirements: Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal <u>must be submitted no later than 12:00PM CST on Monday, May 12, 2025</u>, and <u>must materially satisfy all mandatory requirements</u> identified in this RFP. Respondents must follow the format instructions detailed below when preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda and/or other critical information relating to this RFP.

Required Proposal Format: To be considered, the Proposal must be prepared according to the following instructions and should include the following information and content. To ensure a fair comparison of competing proposals, proposers must structure their submissions in full compliance with the submittal requirements outlined below. Failure to follow all the proposal's organizational requirements may result in disqualification. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Each section of the proposals must be clearly marked. Attention should be given to the accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections:

1. Executive Summary & Introductory Materials

1.1: The *introductory materials* should include a title page with the following:

- RFP name
- Date
- Legal name of the company which can enter a contract and any alternative names for which the company is known (D.B.A.)
- Mailing and physical address(es)
- Remit to billing address
- Telephone number
- Fax number (if applicable)
- Website
- Federal I.D. number
- List of owners
- List of corporate offices, with titles (if applicable)

- Contact information of the person who will receive notices and who is authorized to make decisions or represent the company with respect to this RFP (first and last name, title, mailing address, phone number, fax number, email address)
- Letter of Transmittal and a Table of Contents
- **1.2:** The *Executive Summary* should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

2. Disclosure Statement

- A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal
 litigation or investigation pending which involves the Proposer or a verification of no responsive
 incidents. Failure to comply with the terms of this provision may disqualify any proposal. IDEA Public
 Schools reserves the right to reject any proposal based upon the Proposer's prior history with similar
 K-12/charter/non-profit clients, which documents, without limitation, unsatisfactory performance,
 significant failures to meet contract milestones or other contractual failures.
- If there are no disclosures to report, this section must still be included in the submittal with an indication that there are no reportable disclosures.

3. Scope of Services

- **3.1:** List and describe all proposed software products that will be delivered as part of the project and if IDEA Public Schools will need to maintain/host the software on their servers. If the software is sold by module, the proposer must explicitly state the software module name and versions that are proposed.
 - All functional requirements that are responded to with a positive response (anything except "N") are in scope. Proposed software and any necessary services required to meet the requirements of the RFP or implement the proposed software should be included in the proposal.
- **3.2:** Explain the proposed licensing costs and other effects of maintaining IDEA Public Schools' processing requirements for the other entities identified in the introduction including the various independent special districts.

4. Functional Requirements

4.1: This section describes the software and implementation scope of the overall project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software, the scope of the implementation plus if the requirement will be included under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

	Functional Requirements Responses
Υ	Requirement Met and Proposed
N	Requirement Not Met with Proposal
I	Need more information
S	Requirement met with custom
	development / configuration
TP	Requirement met with third-party solution
NS	Requirement not supported

4.2: Submit **Attachment W – Functional Requirements** (available for download on the IDEA Public Schools website: https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/)

- Failure to provide some requirements or excluding some requirements from scope will NOT eliminate
 the proposer from contention. IDEA Public Schools will evaluate the proposal including price/value
 comparisons when evaluating proposals.
- The requirements responses submitted will become part of the agreement. Proposers are expected to warrant both software and implementation of all positive responses (every response except "N" and "I").

- IDEA Public Schools will clarify any requirements with the response of "I" during software demonstrations. Immediately following software demonstrations, proposers would be expected to resubmit **Attachment W Functional Requirements**.
- For requirement responses other than "N" or "I" proposers must indicate the module or product that is required to meet the requirement.
- For requirement responses other than "N" or "I" proposers must indicate the phase of the project that the functionality will be implemented.
- All responses which are marked Y, or Y-ND will be considered to be included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
- Proposers must be ready to demonstrate any requirements listed as "Y" during software demos.
- For functionality that is not currently available and not available for viewing at a demo, but that will be
 in scope for the project either as generally available features in a future release or as a customization,
 modification, or enhancement specific for this project, Proposers should indicate a response code of YND and answer column J.
- Proposers are also required to determine if the feature will be supported in the product as part of the
 proposed maintenance and support offering and the proposed provider of support. Support services
 shall include technical support, access to patches and upgrades that accommodate the requirement,
 and helpdesk support for the requirement.
- **4.3:** Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in this proposal.
- **4.4:** Describe the technical environment necessary for this software for any products that are to be hosted by IDEA Public Schools by completing **Attachment R Technical Requirements** (if applicable).

5. Implementation Plan

This section should describe in detail the proposed implementation plan. Proposers should reference **Part II – Scope and Specifications of the Proposal, Section H** for IDEA Public Schools staffing statement.

5.1: IDEA prefers that proposers bid two (2) options:

<u>Option 1:</u> implements HR and Payroll at the same time and integrates back into the current ERP followed by the implementation the remainder of ERP components in a second phase.

Option 2: implements the entire ERP system at one time.

The proposed detailed implementation plan must include:

- Recommended phasing for roll-out of proposed system given the IDEA preferences.
 - Explanation of advantages AND risks associated with your plan or plans.
- **5.2** Explain the proposed plan for implementation. This information must include:
 - Description of implementation tasks and activities
 - Description of implementation approach (Agile, Waterfall, hybrid, customization vs. configuration approach, and data migration strategy)
 - Description of key deliverables (and how they relate to the implementation approach and activities).
 Please note the required deliverables listed in Part II Scope and Specifications of the Proposal.
 - Describe how change management is integrated into the project.
 - Describe implementation success metrics and criteria.
- **5.3** Explain the proposed vendor staffing of the project including:
 - How many staff will the vendor have assigned to the project
 - Approximate dedication to the project of each resource and approximate time work will be completed on-site vs. off-site
 - Major roles and responsibilities for each resource
- **5.4** Explain proposed project management services including:
 - Role of the vendor project manager
 - Use of project collaboration site

- Expected role of the IDEA Public Schools project manager
- On-site presence of vendor project manager
- Proposed quality assurance procedures
- **5.5** Explain the expected IDEA Public Schools staffing for the project including:
 - Assumed participation in the project (average portion of FTE full time employee). This should include all the time spent working on the project (including time spent with and without vendor consultants)
 - Assumptions about prior skills / competencies of resources
 - Complete **Attachment V Staffing**. Refer to **Part II Scope and Specifications of the Proposal, Section H** of the RFP for project staffing assumptions.
- **5.6** Provide an overview of the proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel (if required).
 - Explain any roles and responsibilities IDEA Public Schools are expected to provide for the training effort
 including (but not limited to) training coordination, training material development, training delivery,
 etc.
- **5.7** Complete **Attachment U Conversions**. IDEA Public Schools expects proposers to include all conversions listed in **Part II Scope and Specifications of the Proposal, Section K** of the RFP.
 - Explain any roles and responsibilities IDEA Public Schools are expected to provide for data conversions including (but not limited to) cleansing, uploading, testing, etc.

6. Ongoing Support and Hosting Services

The proposal should specify the nature of any post-implementation and on-going support, including hosting services provided by the vendor including:

6.1: Describe proposed services for hosting including:

- Information on the specific hosting services provided
- Service desk support services
- User Setup, Authentication and Management processes
- Application support
- Operational support services
- Technology infrastructure services
- Disaster recovery
- Will all products (including third-party products) be hosted by the same provider?
- Will IDEA Public Schools need to host anything on their servers?
- **6.2:** For each of the services proposed explain service levels that are used to guarantee performance for IDEA Public Schools through the proposed hosting agreement.
 - Complete Attachment S Proposed Service Level Agreement
 - Complete Attachment T Maintenance and Support

7. Sample Documents

Proposers must include sample copies of the following documents:

- Any sample agreements that IDEA Public Schools would be required to sign upon contract award. This
 would include but is not limited to any applicable software license agreements, professional service
 agreements, hosting agreements, third party agreements, etc.
- Sample Project Plan.
- Sample of or excerpt from a business process assessment/system design document.

8. Cost Summary

Detailed costs, including software licensing, implementation, training, and ongoing support. The Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that the Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost details must include a

narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, Respondent shall state "No costs to IDEA". Proposers are required to utilize Attachment L – Proposed Pricing.

9.1: Identify major milestones as part of the project. It is required that costs will be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.

9.2: Complete and submit Attachment L – Proposed Pricing for proposed pricing

- It is required that proposers use the format presented in this RFP even if an additional format is provided. Attachment L Proposed Pricing should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party prices. If third-party products or services are included, do not provide separate versions of Attachment L Proposed Pricing for each third-party product.
- All pricing must be submitted as fixed by milestone. Costs listed as "to-be determined" or "estimated" will **not** be scored.
- All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Proposers are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure). Additional details may be provided to further explain deliverable/task costs.
- Proposers should include all software modules and state any limitations on module use. If no limitations
 are listed, IDEA Public Schools will consider that pricing is based on full enterprise-wide access for IDEA
 Public Schools.
- Proposers must submit implementation costs as fully loaded rates that include all necessary travel or other expenses. By submitting a proposal, all proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones. All proposers are encouraged to review travel costs to and/or from IDEA Headquarters Rio Grande Valley located at 2115 West Pike Blvd., Weslaco, TX 78506.
- 9.3: Cost should be in effect for the entire length of proposed implementation timeline.

9. Required Forms

ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED

Attachment A – Cover Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.

Attachment B - Vendor Acknowledgement

Attachment C – Insurance or Bonding Requirements

Attachment D – IDEA Conflict of Interest Form

Attachment E – Texas Ethics Commission Form CIQ

Attachment F - Felony Conviction Disclosure Statement

Attachment G – Certification Regarding Lobbying

Attachment H – Contract Provisions for Contracts Involving Federal Funds

Attachment I – Reference Sheet

Attachment J - Recent and Ongoing Projects

Attachment K – Litigation, Terminations, Claims

Attachment L - Proposed Pricing

Attachment M - IRS Form W-9

Attachment N— Deviations and Exceptions

Attachment O - Signature Page

Attachment P – Proposer Statement

Attachment Q – Scope of Proposal

Attachment R – Technical Requirements

Attachment S – Proposed Service Level Agreement

Attachment T – Maintenance and Support

Attachment U - Conversions

Attachment V – Staffing

Attachment W – Functional Requirements

- **10.** Appendix A RFP Submittal Checklist
- **11.** <u>Additional Documentation (Optional)</u> Additional documents may be submitted in instances where additional documentation is needed and not already captured.

PART IV – EVALUATION CRITERIA

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

Competitive Selection and Proposal Evaluation

This is a <u>negotiated</u> procurement and as such, the award will not necessarily be made to the lowest-priced Proposal. The award will be made to the Vendor submitting the best responsive Proposal that satisfies IDEA's requirements, considering price and other factors. If a single Vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors.

Proposals will be evaluated based on criteria deemed to be in IDEA's best interest, as reflected in the evaluation criteria below. IDEA may request any or all Vendors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposal. Upon completion of presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal.

Best and Final Offer Process (BAFO)

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

IDEA's Board of Directors will make the final decision on whether, and to whom, a contract is awarded. Non-responsive or disqualified Proposals will not be eligible for award consideration. Reasons for being deemed non-responsive or disqualified include, but are not limited to, failing to meet proposal requirements, receiving the Proposal after the posted deadline, failure to sign the Proposal, and/or failure to include one or more Conditions of Service/Term Agreement.

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

Points	Evaluation Criteria
30 Points	Cost Proposal
30 Points	Functionality
15 Points	Technical Components
15 Points	Implementation Services/Approach
10 Points	Experience
100 Points	Total Possible Score

Explanation of Evaluation Criteria:

Cost Proposal (30 Points): Total cost of ownership, including implementation, licensing, and support and total long-term cost to IDEA to acquire goods and/or services such as ongoing support fees. The evaluation considers

whether the pricing aligns with IDEA Public School Inc.'s budgetary requirements while providing a comprehensive solution that meets or exceeds the school's objectives. **Attachment L – Proposed Pricing** will be utilized to assess total cost to IDEA.

Functionality (30 Points): Vendor's proposed solution meets each of the functional requirements listed in **Attachment W – Functional Requirements** Proposed solutions will integrate with other systems or modules within the RFP scope, ensuring seamless data exchange and compatibility with existing tools. Vendor demonstrates a clear understanding of the specific needs and goals of IDEA Public Schools, showcasing how the proposed solution aligns with IDEA's objectives and challenges.

Technical Components (15 Points): Vendor's proposed solution is compatible with IDEA's existing hardware, software, and IT infrastructure, ensuring smooth integration and minimal disruptions. Vendor has outlined the hosting environment for the ERP system, including uptime guarantees, response times, support availability, and performance standards specified in the Service Level Agreement (SLA). Vendor has confirmed that the proposed solution and proposal fully comply with the contract terms and conditions outlined in the RFP, including but not limited to timelines, payment terms, and deliverables. Vendor has detailed how the proposed solution meets the specified security requirements and follows the Software-as-a-Service (SaaS) checklist, including data encryption, access controls, and regulatory compliance standards. **Attachment R – Technical Requirements** will be used to assess Respondent's technical components.

Implementation Services/Approach (15 Points): Vendor's implementation plan adheres to all project requirements and deliverables, as outlined in the RFP, and will be met without deviating from the defined scope. The vendor's implementation plan outlines the approach, phases of the project, key milestones, and an estimated timeline for each phase with a clear path to deliver the solution on time and within the agreed timeline. The vendor's project management methodology and proposed strategies will identify, monitor, and mitigate potential risks throughout the project lifecycle. Proposed implementation plan and Attachment W – Functional Requirements will be used to assess Respondent's implementation services and approach.

Experience (10 Points): Vendor demonstrated a minimum of five (5) years of experience providing ERP solutions to K-12 schools, higher education institutions, or similar public sector entities. Vendor has demonstrated that the proposed ERP system is currently being used by at least three (3) public sector organizations. Attachment I – Reference Sheet will be used to assess the Respondent's experience with current and past clients. Attachment J – Recent and Ongoing Projects will be used to assess five (5) successful implementations of the proposed ERP system in organizations of similar size and complexity utilizing. Attachment V – Staffing will be used to assess qualifications for assigned personnel.

Software Demonstrations and Implementation Presentations

Software demonstrations and implementation presentations will be held on-site at IDEA Headquarters Rio Grande Valley located at 2115 West Pike Blvd., Weslaco, TX 78506 on or around Tuesday, May 27, 2025. Software demonstrations and implementation presentations must cover all functional areas listed in this RFP. The IDEA evaluation team will review up to two (2) proposers for demonstrations. Demonstrations will include both presentations on software and implementation services. It is recommended that key members of the proposer's implementation staff proposed for this project be present at the demonstration and lead presentations on any implementation topics. Proposers will be responsible for any pre-contractual expenses incurred, including but not limited to costs incurred in the preparation or submission of proposals, demonstration, and interviews/discovery. To avoid unnecessary delays, IDEA Public Schools expect that proposers will be available for software demonstrations and on-site Discovery sessions on the dates identified on the RFP Timeline (page 3) and to identify any potential issues or conflicts in their response to this RFP using Attachment O - Signature Page. Proposers that

cannot demonstrate their software during the dates identified by IDEA may be eliminated. Software demonstrations will also include a discussion on implementation. IDEA reserves the right to change the dates as needed.

Discovery Sessions (Optional)

Discovery sessions will consist of an additional on-site meeting at IDEA Headquarters Rio Grande Valley located at 2115 West Pike Blvd., Weslaco, TX 78506 on or around Friday, May 30, 2025, with elevated proposers to focus on implementation issues, and hands-on experiences. After the software demonstrations, it is expected that IDEA Public Schools will elevate either one (1) or two (2) proposers to Discovery. Each elevated proposal team will receive a Request for Clarification (RFC) letter that will ask the proposers to clarify any necessary parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session that will include a detailed discussion of implementation issues. It is the expectation of IDEA Public Schools that all key project team members will be available for the onsite Discovery sessions. IDEA reserves the right to change the dates as needed.

PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

GENERAL TERMS AND CONDITIONS: The Vendor agrees to the General Terms and Conditions of this solicitation and in case of conflict with other documents provided by the Vendor, these General Terms and Conditions take precedence and prevail unless Vendor specifically requests a variance and IDEA Public Schools, Inc. agrees to such changes in writing. General Terms and Conditions are posted on the IDEA Public Schools Procurement and Contract Services website at Procurement & Contract Services - IDEA Public Schools

Does the Vendor agree?
Select one from the response values below:
☐ Yes - I agree.
\square No - I do not agree. IDEA Public Schools, Inc. shall consider a response of "NO" a basis for non-award and/or cancellation.

PART VI - SUPPLEMENTAL TERMS AND CONDITIONS

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

- 1. Information relating to IDEA's financial, regulatory, personnel, or operational matters.
- 2. Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- 3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
- 4. Contracts, product plans, sales and marketing plans, and business plans.
- 5. All information not generally known outside of IDEA's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from IDEA or its agents.

- 6. The term "Confidential Information" does not include the following:
 - a. Information available to the public through no wrongful act of the receiving party.
 - b. Information that has been published.
 - c. Information required in response to subpoena, court order, court ruling, or by law.

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

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

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

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

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

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

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Attachment A – Cover Page



A Proposal Submitted in Response to:

IDEA's Request for Proposals #24-ERPS-0725 Texas ERP System

Submitted By:

	(Full Legal Name of Vendor)
Vendor dba (if applicable):	
Employer Identification Number	r:
Street Address:	
City, State, and Zip Code:	
Additional Requirements:	
The proposal must include the r	name of each person with at least 25% ownership of the business.
Name:	Name:
Name:	Name:
	On:
	(Date of Proposal Submission)

Attachment B – Vendor Acknowledgement

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

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

Vendor Legal Name:		
Address:		
Telephone Number:	-	
Fax Number:	-	
Project Contact Person:	-	
Contact Phone Number:		
Contact Email Address:		
Web Site Address:		
Signature of Authorized Representative	Date	
Printed Name and Title of Authorized Representative		

Attachment C – Evidence of Insurance

Proof of insurance with the specified coverages is <u>required</u> upon proposal submission.

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
	Commercial General Liability	Each Occurrence: General Aggregate: Medical Expenses:	\$1,000,000 \$2,000,000 \$5,000	Additional Insured and Waiver of Subrogation Endorsement
Charter Bus Services	Automobile Liability	Combined Single Limit or Umbrella Liability (excess Uninsured Motorist: Medical Payments or Personal Injury Protection:	\$5,000,000 \$100,000 \$5,000	Additional Insured and Waiver of Subrogation Endorsement
Maintenance/Repair	Commercial General Liability	Each Occurrence: General Aggregate: Personal and Advertising Injury:	\$1,000,000 \$2,000,000 \$500,000	Additional Insured Endorsement
(painting, plumbing, HVAC, roofing, landscape, etc.) Service Providers (copier/fax service, computers, security, equipment vendors, etc.)	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: Sta Each Occurrence:	ite- Statutory \$500,000	Waiver of Subrogation Endorsement

	Commercial General Liability	Each Occurrence: General Aggregate: Personal and Advertising Injury:	\$1,000,000 \$2,000,000 \$500,000	Additional Insured Endorsement
Vendor General	Automobile Liability Including:	Combined Single Limit:	\$1,000,000	
Insurance Requirements	☐ Owned Vehicles			
	□ Non-Owned Vehicles			
	☐ Hired Vehicles			
	(Required for vehicles driven on school			
	property)			
	Workers' Compensation* Employers'	Limit:	State- Statutory	Waiver of
	Liability		State Statutory	Subrogation
		Each Occurrence	\$500,000	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: Each Occurrence: Abuse of Molestation (If applicable)	\$2,000,000 \$1,000,000	Additional Insured Endorsement
			\$1,000,000	
Nurses, therapists, medical providers	Professional Liability or Medical Malpractice (as applicable)	General Aggregate:	\$3,000,000	Additional Insured Endorsement
		Each Occurrence: Abuse of Molestation: (If applicable)	\$1,000,000 \$1,000,000	
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 D – IDEA Conflict of Interest Form

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

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

Legal Vendor Name		
Signature of Authorized Representative	Date	
Printed Name and Title of Authorized Representative	<u> </u>	

Attachment E – Texas Ethics Commission Form CIQ

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

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

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

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor:
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity OFFICE USE ONLY This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who Date Received has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. Name of vendor who has a business relationship with local governmental entity. 2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) Name of local government officer about whom the information is being disclosed. Name of Officer |4| Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? No Yes B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? No Yes Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). 7

Form provided by Texas Ethics Commission

Signature of vendor doing business with the governmental entity

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Revised 1/1/2021

Date

Attachment F – Felony Conviction Disclosure Statement

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

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

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

Ple	ease mark the appropriate choice below:
	This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.
	This business entity is not owned nor operated by anyone who has been convicted of any felony.
	My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
	Name of Individual(s):
	General description of the conduct resulting in the conviction of a felony:
	Name of Individual:
	General description of the conduct resulting in the conviction of a felony:
no	he undersigned agent for the business entity named below, certify that the information concerning tification of felony convictions has been reviewed by me and the following information furnished is true to best of my knowledge.
Ve	ndor Business (DBA) Name:
Na	me of Authorized Company Official (Print):
Sig	nature of Company Official Title Date

Attachment G – Certification Regarding Lobbying

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

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

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

Date

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Attachment H – Contract Provisions for Contracts Involving Federal Funds

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

- 1. <u>Remedies for Contract Breach or Violations</u>. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- 2. <u>Termination for Cause and Convenience</u>. All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.
- 3. <u>Equal Employment Opportunity</u>. 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. <u>Davis-Bacon Act</u>. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by IDEA must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. IDEA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. IDEA must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. IDEA must report all suspected or reported violations to the Federal awarding agency.
- 5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by IDEA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

- 6. <u>Rights to Inventions Made Under a Contract or Agreement</u>. 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. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. 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. <u>Energy Efficiency Standards and Policies</u>. 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. <u>Debarment and Suspension</u>. 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. <u>Byrd Anti-Lobbying</u>. 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. <u>Procurement of Recovered Materials</u>. IDEA and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 12. <u>Buy America Act.</u> Federally funded projects creates a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

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

Vendor agrees to comply with all federal, state, and local la further acknowledged that the vendor certifies compliance vanied above.	
Legal Vendor Name	
Signature of Authorized Representative	Date
Printed Name and Title of Authorized Representative	<u> </u>

Attachment I – Reference Sheet

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

Customer/Client School or Organization/Entity Name			Dates of Contract
Street Address	City	State	Zip
Contact Person	Phone Number		Email Address
Project Scope			
Customer/Client School or Org	anization/Entity Name		Dates of Contrac
Street Address	City	State	Zip
Contact Person	Phone Number		Email Address
Project Scope			
Customer/Client School or Orga	anization/Entity Name	Da	tes of Contract
Street Address	City	State	Zip

Attachment J – Recent and Ongoing Projects

Respondent must provide evidence of at least **five (5)** successful implementations of their proposed ERP system in organizations of similar size and complexity. If additional space is required, attach additional pages hereto.

	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address
Brief Project Scope:		
	Customer/Client School or Organization/Entity Name	
Contact Person	Phone Number	Email Address

Customer/Client School or Organization/Entity Name				
ontact Person	Phone Number	Email Address		

The remainder of this page was intentionally left blank

Attachment K – Litigation, Terminations, Claims

Respondent must list any project completed in the **past five (5) years** where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before the expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. If additional space is required, attach additional pages hereto.

omer/Client School or Organization/Enti	ity Name
Phone Number	Email Address
es:	
omer/Client School or Organization/Enti	ity Name
	Email Address
25:	
omer/Client School or Organization/Enti	ity Name
Phone Number	Email Address
es:	
ns, or terminations have been filed a	gainst my company in the past 5 v
rative	Date
	comer/Client School or Organization/Ent Phone Number es: The phone Number Phone Number es: and phone Number es: ns, or terminations have been filed a

Attachment L – Proposed Pricing

Respondent <u>must</u> provide pricing/price schedule referencing: "**ATTACHMENT L – Proposed Pricing**" in its submitted Proposal. Please indicate "No Bid" on items you wish not to bid on. Instructions on how to complete the mandatory price sheet can be found on the tab titled "Main Index and Instructions" of the Excel file. All tabs are required to be completed. **Pricing <u>must</u>** be submitted utilizing IDEA's "Attachment L".

ATTACHMENT L – Proposed Pricing is available for download at https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/.

		Solu	ution Pric	ing	Summary								
Proposer Name: Sample Vendor						7				A			
Solution Name: Sample Software						1							
						_							
ERP Software Proposed:	Finance]	Servi	ces	Proposed:	Im	plementati	on]	
	Payroll			1					nversion				
	HR			1				Int	erface				
	TBD1			1				ТВ	01				
	TBD2					7		TBI	D2				
	Other							Otl	her			1	
	N/A			1				N//	4			1	
Solution Pricing Summary	One Time		Year 1		Year 2		Year 3		Year 4		Year 5	Gra	and Total
SaaS Hosting Costs Subtotal	\$ -	\$	-	\$	-	\$	-	\$	-	\$		\$	-
Implementation Services Costs Subtotal	\$											\$	-
Travel Costs Subtotal	\$											\$	_
Total Solution Cost	\$ -	\$		\$	-	\$	-	\$	-	\$	-	\$	-
Optional Products Subtotal	\$	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Optional Services Subtotal	ş -											\$	-
Total Solution Cost with Options	\$.	\$	-	\$	-	\$		\$	-	\$		\$	-
SaaS Hosting Costs by Software			Year 1		Year 2		Year 3		Year 4		Year 5	Gra	and Total
Finance		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Payroll		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
HR		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TBD1		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TBD2		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other		\$	-	\$	-	\$	-	\$	-	\$		\$	-
N/A		\$	-	\$	-	\$	_	\$	-	\$	-	\$	_
SaaS Hosting Costs		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
			ОК		ОК		ОК		ОК		ОК		ОК
mplementation Services Costs by Servic	One Time					Im	nlementat	ion	Services C	ost	ts by Softw	0	ne Time
Implementation	one mine	_				1111	Finance	IUII	Services C	USI	is by sortw		ne mne

Attachment M – IRS Form W-9

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

(Rev. October 2018) Department of the Treasury

Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Interna	Revenue Service Service Go to <i>www.irs.gov/FormW9</i> for instructions and the latest information	on.
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	·
	2 Business name/disregarded entity name, if different from above	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of following seven boxes. Individual/sole proprietor or	certain entities, not individuals; see instructions on page 3):
ons	single-member LLC	Exempt payee code (if any)
Ę į	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not cl	hadi - u
Print or type. c Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LL	C is code (if any)
필	another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner.	C that
eci	☐ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
S	5 Address (number, street, and apt. or suite no.) See instructions. Requester's n	name and address (optional)
See		
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t I Taxpayer Identification Number (TIN)	
	Joan Tit in the appropriate sext the fire provided made materials from given on the creater	ial security number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a with alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	
TIN, la	<u></u>	
	The decodant is in the editarion than e, see the method for the 1.7 too see What Harris and	oloyer Identification number
Numb	er To Give the Requester for guidelines on whose number to enter.	-

Certification

Under penalties of perjury, I certify that:

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

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

Signature of Here U.S. person ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise

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

Purpose of Form

Sian

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

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Attachment N – Deviations and Exceptions

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

	e of any deviation entry on this form the Vendo ecifications, and all other information contained	assures IDEA of its full compliance with the terms and ${\sf I}$ in this RFP.
		ares and represents that it will fully comply with the equirements set forth in this RFP without deviation and
		ares and represents that it will fully comply with the quirements set forth in this RFP except as follows:
	(For additional deviations and exceptions, refer	to additional pages attached herewith.)
Legal Vendor I	Name	
Signature of A	uthorized Representative	 Date
Printed Name	and Title of Authorized Representative	<u> </u>

Attachment O – Signature Page

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm:	 	
Address:	 	
City:		
Authorized Representative (print):	 Title:	
Authorized Signature:	 Date:	
Contact Information:		
Name:		
Title:	 	
Address:		
City:		
Email:		
Phone:		
Cell Phone:		
Fax:		

Attachment P – Proposer Statement

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. IDEA Public Schools is not responsible for any conclusions or interpretations made by the proposer based on the information made available by IDEA Public Schools.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

Addendum #	Initials

PRINTED NAME OF AUTHORIZED AGENT/TITLE		
		_
SIGNATURE OF AUTHORIZED AGENT	DATE	

Attachment Q – Scope of Proposal

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in *Part II – Scope and Specifications of the Proposal*.

☐ Proposed	tion Services (select below):				
☐ Not Proposed					
Primary Software Firm					
Software Product Proposed	d	Version			
Primary Implementation Fi	irm				
Technology Services (selection of the Hosting Services Proposition Office Proposition Office Proposition Proposition Office Proposition Proposition Office Proposition Proposition Proposition Proposition Prop	·				
☐ Software as a Service Pr	roposed				
☐ Not Proposed		Hosting Provider:			
Hosting Provider:					
Hosting Provider: Third-Party Products/Serv Third-Party Products/Secons No Third-Party Products	ices (select below): ervices Proposed				
Hosting Provider: Third-Party Products/Serv Third-Party Products/Secons No Third-Party Products	ices (select below): ervices Proposed s/Services Proposed Purpose:				
Hosting Provider: Third-Party Products/Serv Third-Party Products/Se No Third-Party Products Firm:	ices (select below): ervices Proposed s/Services Proposed Purpose:Purpose:				
Hosting Provider: Third-Party Products/Serv Third-Party Products/Se No Third-Party Products Firm: Firm:	ices (select below): ervices Proposed s/Services Proposed Purpose:Purpose:				
Hosting Provider: Third-Party Products/Serv Third-Party Products/Se No Third-Party Products Firm: Firm:	ices (select below): ervices Proposed s/Services Proposed Purpose: Purpose: Purpose:				

Attachment R – Technical Requirements

The table below is <u>required</u> to be completed in its entirety and submitted with each proposal. If additional space is required, attach additional pages hereto.

Proposed Services			
Number of system instances			
Describe proposed disaster recovery services			
Describe proposed system availability service level			
	Security		
Describe system security and access controls Describe authentication methods available and			
system architecture			
	Support		
Describe operations support			
Describe back up procedures and testing of backups			
Describe maintenance windows for patches			

Describe process for roll-back (if necessary)	
, , , , , , , , , , , , , , , , , , , ,	
Describe escalation process	
	SaaS
Describe disaster recovery RPO and RTO	
What is the process to obtain data if your company	
is acquired or ceases operation	
Describe your procedures for providing your	
customers with advance notification of major	
upgrades or system changes.	
Has your company experienced any breach in data	
Has your company experienced any breach in data center, network, database, and / or application	
security in the past three years?	
security in the past three years:	
Describe your process and procedures for	
segregating customer data at rest.	
. What change management processes are	
implemented to protect IDEA data and system	
availability?	
Please provide a copy of your most recent external	
audit report, e.g., SOC 2 Report.	

What encryption methods are provided within the	
application in order to encrypt data across non-	
secure portions of a network?	
Does your application allow for any data deletion	
by end-users? If so, describe what happens to the	
deleted data?	

The remainder of this page was intentionally left blank

Attachment S – Proposed Service Level Agreement

The tables below are *required* to be completed in their entirety and submitted with each proposal. If additional space is required, attach additional pages hereto.

If hosting services are proposed, please complete the following table identifying proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if guarantee is not met. If additional space is required, attach additional pages hereto.

Proposed Service Level Guarantees			
Service	Metric	Requirement/Guarantee	Remedy if not Met
Service Availability			
(Unscheduled Downtime)			
System Response			
(Performance)			
Issue Response Time			
Issue Resolution Time			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Additional Proposed Service Levels			

Ref#	Technical Requirement / Information Request	Proposer Response
1	What are your proposed operational Service Level standards?	
	How do you monitor Service Levels and how often do you report Service Level results to customers?	
2	What are the results of your Service Level Standards for the past two years, i.e. lowest, highest and average per metric?	
3	In the past 3 years, have you reimbursed any customer(s) due to failure to meet contractual Service Levels? If yes, what was the amount and date of your last incident?	
4	What is the expected average downtime per week for Vendor-controlled reasons, e.g. backups, patches, upgrades, etc.?	
5	How is performance against service levels reported to IDEA Public Schools?	
6	Describe process for IDEA Public Schools reporting issue to the vendor	

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Attachment T – Maintenance and Support

The table below is <u>required</u> to be completed in its entirety and submitted with each proposal. If additional space is required, attach additional pages hereto.

Post-Implementation Support:					
Days of on-site support after go-live					
Other on-site support after go-live (month end,					
quarter end, year-end, open enrollment, etc.)					
Telep	phone Support:				
Hours available (and time zone)					
, ,					
Problem reporting and Resolution Procedures					
Response time for various levels of severity					
User Groups:					
Local User Groups					
User Group Members (number)					
oser Group Members (Humber)					
Т	hird Parties:				

Support provided for third-party products?					
Upgrades/ Patches:					
Upgrade frequency (major and minor release)					
How are the upgrades delivered?					
Are upgrades required?					
How many versions are currently supported?					

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Attachment U – Conversions (Reference Page)

IDEA Public Schools understands the level of effort required to convert data and is interested in converting only essential data required for the new system. **Attachment U – Conversions (Reference Page)** provides a list of systems/processes currently in use by IDEA. **Attachment U – Conversions (Reference Page)** shall be used as a reference page only; vendors are **not** required to complete and/or provide any information on this attachment.

Attachment U – Conversions (Reference Page) is available for download on IDEA's website: https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/

System / Process	Interaction Direction	Type of Data	In Scope	Out of Scope	Description / Note
ACH File	OutBound	Payroll Fullfilement	X		
BCBS	OutBound	Employee Benefits	Х		
MetLife	OutBound	Employee Benefits	Х		
		Demographic data,			
		email, user ID,			
Azure AD	Bidrectional	business phone	X		ERP system will be system of record for people data
Rapid Identity	Bidrectional	Authentication	Х		
Banks	??	??			Assumption bank statements / files for reconciliation
Comp Analysis	Bidrectional	Market Data	Х		
TBD		Employee Benefits	Х		457, 403(b)
		Performance			ERP will be source of Performance Management. Need to
Cornerstone	Inbound	Managemnt		Replace	bring in historical information
Adobe Sign	Bidrectional	Signature	X		
TBD	Bidrectional	checks	X		What company do we do background checks with?
		Demograpic and			
Raptor	Bidrectional	Photos	X		Badge System
ServiceNow	Bidrectional	Onboarding	X		
ServiceNow	Bidrectional	Offboarding	X		
PEIMS	OutBound	State Reporting	X		
TRS	OutBound	Pension	Х		
Suppliers	Bidrectional	Punchouts	X		Amazon, Staples, Home Depot, Lowes
		Document			Enterprise Document Management or ERP internal
File Storage	Bidrectional	Management		Replace	document storage
		Substitute			
FrontLine		Placement		Replace	
					This can be a replacement if ERP does learning
		Learning			management and meets the needs of organization. Else
Learn 360	Bidrectional	Management		Possible Replace	will need to be integrated.
Compass	OutBound	Report		Replace	Historical glance at employee performance, ratings
Qualtrics	OutBound	AEES / Surveys		Replace	

Attachment V – Staffing
Please provide resumes of those staff members identified to support the project specified in this RFP. Resumes are required to be submitted with each proposal.
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Attachment W – Functional Requirements

This section describes the software and implementation scope of the overall project and the requirements for each functional area. Responses to the functional requirements on **Attachment W – Functional Requirements** must be completed to identify the capability of the software, the scope of the implementation plus if the requirement will be included under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

Functional Requirements Responses			
Column F: Available Responses			
(to be completed by Respondent)			
Υ	Requirement Met and Proposed		
N	Requirement Not Met with Proposal		
Ι	Need more information		
S	Requirement met with custom development /		
	configuration		
TP	Requirement met with third-party solution		
NS	Requirement not supported		

ATTACHMENT W – Functional Requirements is available for download at https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/.

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

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Appendix A – RFP Submittal Checklist

☐ Attachment L – Proposed Pricing

☐ Attachment M – IRS Form W-9

The documents below are required for proposal submission to be considered complete. Failure to submit the required documents may result in a proposal being deemed nonresponsive. Please refer to Part IV - Proposal <u>Submission & Requirements for required format and structure of proposals.</u> ☐ Introductory Materials ☐ Executive Summary ☐ Disclosure Statement ☐ Scope of Services ☐ Functional Requirements ☐ Implementation Plan ☐ Ongoing Support and Hosting Services \square Sample Documents ☐ Attachment A: Cover Page ☐ Attachment B: Vendor Acknowledgement ☐ Attachment C: Insurance or Bonding Requirements; Certificate of Insurance (COI) ☐ Attachment D: IDEA Conflict of Interest Form ☐ Attachment E: Texas Ethics Commission Form CIQ ☐ Attachment F: Felony Conviction Disclosure Statement ☐ Attachment G: Certification Regarding Lobbying ☐ Attachment H: Contract Provisions Regarding Contracts Involving Federal Funds ☐ Attachment I: Reference Sheet ☐ Attachment J: Recent and Ongoing Projects ☐ Attachment K – Litigation, Terminations, Claims

☐ Attachment N— Deviations and Exceptions							
☐ Attachment O – Signature Page							
☐ Attachment P – Proposer Statement							
☐ Attachment Q – Scope of Proposal							
☐ Attachment R — Technical Requirements							
☐ Attachment S – Proposed Service Level Agreement							
☐ Attachment T – Maintenance and Support							
☐ Attachment U – Conversions (Reference Page)							
☐ Attachment V – Staffing							
☐ Attachment W – Functional Requirements							
☐ Appendix A: RFP Submittal Checklist							
☐ By selecting this checkbox, the vendor acknowledges and agree this solicitation document.	rees to the terms and conditions outlined in						
Signature of Authorized Representative Printed Name and Title of Authorized Representative	Date						
Timica Name and Title of Addionized Nepresentative							

Part X: ADDENDA

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

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END OF IDEA PUBLIC SCHOOLS RFP