TEXAS

# Request for Proposal

## RFP #8-STREAM-1126

## STREAM Support, Maintenance, and Infrastructure Services

Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
solicitations@ideapublicschools.org

IDEA Public Schools

## Contents

**Procurement Specialist**: **Felicia Black** **Email:** solicitations@ideapublicschools.org

**Purpose of Request for Proposal (RFP):** This Request for Proposal ("RFP") is seeking qualified vendors to provide comprehensive application support, maintenance, development, and infrastructure services for IDEA Public Schools' STREAM platform. STREAM is a mission-critical system that supports student enrollment, registration, re-registration, lottery processes, and related enrollment documentation for new and returning IDEA students in Texas.

The selected vendor will be responsible for maintaining the availability, reliability, security, performance, and operational continuity of the STREAM platform. Services will include, but are not limited to, ongoing application maintenance and updates; incident response, troubleshooting, and root cause analysis; lottery support; new school year launch support; re-registration preparation and support; application development and developer support; and specialized technical support.

The scope also includes ongoing support and maintenance of the underlying STREAM infrastructure, including, but not limited to, web servers, database servers, object storage, monitoring and logging tools, version control, deployment tools and services, backup services and tools, DevOps dependency management, DevOps security management, and related infrastructure components.

Because STREAM supports IDEA's enrollment and registration processes, system availability, data integrity, timely issue resolution, and business continuity are critical to IDEA's operations and its ability to maintain required student enrollment records and documentation.

STREAM is an existing application currently supported within IDEA's operational environment. The current application technology stack includes Elixir, Phoenix, React, and PostgreSQL.

**Timeline:**

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

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| **First Advertisement Date/Issue Date:** | Wednesday, September 9, 2026 |
| **Second Advertisement Date:** | Wednesday, September 16, 2026 |
| **Pre-Proposal Meeting:** | Friday, September 18, 2026, 10:30 AM CST |
| **Respondent Question Cut-Off Date:** | Tuesday, September 22, 2026, NO Later than 3:00 PM CST |
| **Questions Response from IDEA:** | Tuesday, September 29, 2026 |
| **Proposals Due by Date & Time:** | Tuesday, October 13, 2026, NO Later than 2:00 PM CST |
| **Anticipated Evaluation Period:** | Monday, October 19, 2026 – Friday, October 23, 2026 |
| **Anticipated Board Meeting & Approval:** | November 2026 |
| **Initial Proposed Contract Term:** | January 1, 2027-June 30, 2027 |
| **Renewal option #1:** | July 1, 2027-June 30, 2028 |
| **Renewal option #2:** | July 1, 2028-June 30, 2029 |
| **Renewal option #3:** | July 1, 2029-June 30, 2030 |
| **Renewal option #4:** | July 1, 2030-June 30, 2031 |

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|---|---|
| **Pre-Proposal Conference** | A virtual pre-proposal meeting will be held at 10:30 AM CST via TEAMS video conference on Friday, September 18, 2026. Questions regarding this RFP must be submitted in writing to solicitations@ideapublicschools.org no later than 3:00 PM CST on Tuesday, September 22, 2026. 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.<br>Join TEAMS Meeting: Microsoft Teams Meeting |

**Meeting ID:** _286 226 756 434 673
**Passcode:** gR7Y752h

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

IDEA Public Schools
RFP #8-STREAM-1126
**Attn: Purchasing Department- STREAM Support, Maintenance, and Infrastructure Services**
2115 West Pike Blvd
Weslaco, TX 78596

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

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

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

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

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

## PART I – CURRENT CONDITIONS/BACKGROUND

**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:**
STREAM is IDEA Public Schools' mission-critical enrollment management platform supporting student applications, lottery administration, enrollment processing, registration, and annual re-registration activities for the Texas region. Continuous and reliable operation of STREAM is essential to IDEA's student enrollment functions and its ability to maintain required Texas Education Agency (TEA) reporting, records, and documentation.

**Project Vision:**
IDEA Public Schools seeks a qualified contractor to provide comprehensive application support, maintenance, infrastructure management, development, and specialized technical services necessary to ensure availability, reliability, security, performance, and continued enhancement of STREAM.

Services will support the ongoing operation of STREAM throughout the year, including critical enrollment periods such as lottery administration, re-registration, and new school year launch activities.

Respondents should ensure their proposals address all technical, service, and pricing requirements outlined in this RFP and clearly demonstrate their ability to provide the required services effectively, reliably, and within the proposed budget.

**Current Technical Environment:**
STREAM is an existing application currently supported within IDEA's operational environment. The current application technology stack includes Elixir, Phoenix, React, and PostgreSQL.

## PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

IDEA Public Schools ("IDEA") is seeking qualified contractor(s) to provide comprehensive application support, maintenance, development, and infrastructure services for IDEA's STREAM platform. STREAM is a mission-critical system that supports student applications, enrollment, registration, re-registration, lottery administration, and related enrollment documentation for new and returning IDEA students in Texas.

The selected Contractor shall provide ongoing operational, technical, application, development, and infrastructure support necessary to maintain the availability, reliability, security, and performance of STREAM; support IDEA's annual enrollment cycles and other critical operational periods; and facilitate the continued maintenance and enhancement of the platform.

**STREAM is an existing application and technology environment.** Respondents shall demonstrate experience supporting comparable application environments, including applications originally developed or maintained by third parties. Respondents shall describe their proposed approach for assuming responsibility for the existing STREAM environment, including processes for obtaining, reviewing, validating, documenting, and supporting existing source code, system architecture, databases, integrations, infrastructure, and related technical components.

Respondents shall consider STREAM's existing technology environment when developing their proposed approach to application support, maintenance, development, troubleshooting, enhancements, infrastructure management, and transition. Proposals should clearly identify the resources, processes, tools, and methodologies the Respondent proposes to use to successfully perform the required services.

**Services shall include all** labor, supervision, project management, technical resources, support personnel, tools, and other services necessary to successfully perform the requirements of this RFP and shall be limited to services supporting IDEA Public Schools' Texas operations.

*Although STREAM may support enrollment-related activities in multiple IDEA operating regions, this solicitation and any resulting contract are limited to services supporting IDEA Public Schools' Texas operations.*

**Incumbent Provider:** No preference shall be given to the incumbent provider. Respondents will be evaluated based on their demonstrated qualifications, relevant experience, proposed approach, and capability to successfully transition, support, maintain, and enhance the existing STREAM environment in accordance with the requirements of this RFP.

## Minimum Qualifications (Mandatory Requirements):

Respondents must meet the following minimum qualifications to be considered for evaluation:

- Minimum three (3) years of experience providing enterprise application support and maintenance services.
- Demonstrated experience supporting mission-critical business systems, student information systems, enrollment systems, customer relationship management (CRM) platforms, or similar applications.
- Demonstrated experience providing infrastructure management and support services.
- Experience providing application development, troubleshooting, or enhancement services.
- Ability to provide support services for Texas-based operations.
- Must be legally authorized to conduct business in the State of Texas.
- Must not be debarred or suspended from participation in government-funded programs.
- Must provide a minimum of three (3) references for comparable engagements.

Respondents shall provide:

- Organization history
- Number of employees
- Years in business
- Most recent audited financial statement or alternative evidence of financial stability

Failure to meet these requirements may result in disqualification.

### Section 1: Application Support and Maintenance Services

The Contractor shall provide comprehensive support and maintenance services for STREAM.

Services shall include, at a minimum:

**1.1 Incident Management and Help Desk Support**

The Contractor shall:

- Receive and track support requests.
- Classify incidents according to severity and business impact.
- Provide issue resolution and escalation management.
- Maintain a documented ticketing process.
- Communicate issue status through final resolution.

### 1.2 Corrective Maintenance

The Contractor shall:

- Diagnose and resolve software defects.
- Correct system errors.
- Implement software patches and updates.
- Address performance and functionality issues.
- Restore services following system interruptions.

### 1.3 Preventative Maintenance

The Contractor shall:

- Perform routine system reviews.
- Monitor system health and performance.
- Identify and mitigate potential issues before they affect operations.
- Apply maintenance updates necessary to maintain platform stability.

### 1.4 Root Cause Analysis

For major incidents or outages, the Contractor shall:

- Investigate the underlying cause.
- Identify contributing factors.
- Document corrective actions.
- Recommend preventive measures to avoid recurrence.

### Required Deliverables

- Incident logs
- Service request tracking reports
- Root cause analysis reports
- Maintenance and patch documentation
- Monthly support reports

## Section 2: Enrollment Cycle Support

Because STREAM supports IDEA's enrollment operations, the Contractor shall provide dedicated support during critical enrollment events.

### 2.1 Lottery Support

Services shall include:

- Technical readiness reviews.
- Support during lottery processing events.
- Real-time monitoring during lottery activities.
- Technical troubleshooting and incident response.

### 2.2 Application Cycle Support

The Contractor shall:

- Support annual student application cycles.
- Validate application workflows and functionality.
- Monitor system performance during peak usage periods.

### 2.3 Re-Registration Support

The Contractor shall:

- Support annual re-registration activities.
- Verify system readiness.
- Provide enhanced monitoring during registration periods.

- Respond rapidly to issues impacting registration operations.

**2.4 Registration Support**
The Contractor shall:

- Support annual registration activities.
- Verify system readiness.
- Provide enhanced monitoring during registration periods.
- Respond rapidly to issues impacting registration operations.

## Section 3: Application Development and Enhancement Services

The Contractor shall provide development support necessary to maintain and improve the STREAM platform.

**3.1 Application Troubleshooting**
The Contractor shall perform:

- Code-level troubleshooting.
- Diagnostic investigations.
- Functional issue resolution.
- Performance optimization activities.

**3.2 System Enhancements**
The Contractor shall:

- Develop approved enhancements.
- Implement approved modifications.
- Support workflow improvements.
- Perform configuration updates.

**3.3 Change Management**
The Contractor shall maintain formal procedures for:

- Version control.
- Testing.
- Deployment management.
- Release management.
- Documentation of changes.

**3.4 Source Code and Documentation Management**
Contractor shall:

- Maintain source code in IDEA-approved repository.
- Grant IDEA administrative access to repositories.
- Provide current technical documentation.
- Maintain deployment documentation.
- Transfer all artifacts upon request or termination.

**3.5 Module Management**
The contractor shall:

- Service and maintain at minimum the following current modules:
    1. Leads module
    2. Applications module
    3. Offer management module (lottery)

4. Form Builder
5. Events module
6. Communications module

- As needed, design and create any additional modules.
- As needed, update or phase out any current or future modules

## Section 4: Infrastructure Support Services

The Contractor shall provide support and maintenance for all infrastructure components supporting STREAM.

Infrastructure services shall include, but are not limited to:

**4.1 Server Administration**
- Application servers
- Web servers
- Performance monitoring
- Capacity planning
- Server maintenance

**4.2 Database Administration**
- Database monitoring
- Backup management
- Performance tuning
- Database maintenance
- Recovery support

**4.3 Storage Management**
- Object storage support
- Data management
- Retention management
- Backup administration

**4.4 Monitoring and Logging**
The Contractor shall maintain monitoring of:
- Application availability
- Infrastructure performance
- System health
- Logs and events
- Critical alerts

**Required Deliverables**
- Monthly infrastructure reports
- Capacity reports
- Backup verification reports
- Monitoring summaries
- Availability reports

Hosting and infrastructure services shall include management of existing environments. Respondents shall clearly identify any assumptions regarding cloud hosting, infrastructure costs, software licensing, third-party subscriptions, or services not included in their proposed pricing.

## Section 5: Security and Compliance Requirements

The Contractor shall implement and maintain security measures designed to protect IDEA systems and data.

**5.1 Security Monitoring**
The Contractor shall:
- Monitor security-related events.
- Identify vulnerabilities.
- Support remediation activities.
- Investigate security incidents.

**5.2 User Access Administration**
The Contractor shall:
- Support user account management.
- Maintain role-based access controls.
- Support account provisioning and deprovisioning.

**5.3 Data Protection**
The Contractor shall:
- Protect confidential student information.
- Protect enrollment-related data.
- Utilize industry-standard security practices.
- Prevent unauthorized access to system data.

**5.4 Compliance Support**
The Contractor shall support compliance with:
- FERPA
- Applicable Texas Education Agency requirements
- Applicable state regulations
- Applicable federal regulations
- IDEA information security requirements

**Required Deliverables**
- Security incident reports
- Security monitoring reports
- Vulnerability remediation reports
- Access management records
- Compliance-related documentation

## Section 6: Risk Management and Business Continuity

The Contractor shall maintain processes designed to reduce operational risk and support service continuity.

**6.1 Risk Management**
The Contractor shall:
- Identify operational risks.
- Identify infrastructure risks.
- Identify application risks.
- Recommend mitigation strategies.

**6.2 Business Continuity Support**
The Contractor shall:
- Support disaster recovery efforts.

- Assist with continuity planning.
- Participate in recovery activities.
- Support restoration following outages.

### 6.3 Incident Response

For major interruptions, the Contractor shall:

- Notify IDEA immediately.
- Provide status updates throughout the incident.
- Implement corrective actions.
- Submit a root cause analysis report.

### 6.4 Disaster Recovery and Resiliency Requirements

Respondents shall describe their proposed disaster recovery and resiliency approach, including, at a minimum:

- RTO (Recovery Time Objective)
- RPO (Recovery Point Objective)
- Backup frequency
- Backup retention schedule
- Annual disaster recovery testing approach

**Deliverables Required:**

- Disaster Recovery Plan
- Annual Disaster Recovery Test Results

## Section 7: Project Management, Reporting, and Communication

The Contractor shall provide project management and service oversight throughout the contract term.

### 7.1 Service Management

The Contractor shall provide:

- A designated Account Manager or Service Manager
- Escalation contacts
- Defined communication procedures
- A designated Lead Architect
- A designated Lead Developer
- A designated Support Manager

Contractor shall not replace key personnel without prior written notification and approval from IDEA.

### 7.2 Meetings

The Contractor shall participate in:

- Regular operational meetings.
- Service review meetings.
- Enrollment readiness meetings.
- Additional meetings as reasonably requested by IDEA.

### 7.3 Reporting

The Contractor shall provide monthly reports that include, at a minimum:

- Open and closed support tickets.
- Incident volumes.
- Response and resolution metrics.
- System availability metrics.
- Major incidents.

- Planned maintenance activities.
- Security-related events.

**Required Deliverables**
- Monthly service reports
- Action item logs
- Meeting summaries
- Service review reports

## Section 8: Service Level Expectations

The Contractor shall maintain service levels sufficient to support the availability, reliability, and continuous operation of STREAM.

| PRIORITY LEVEL | DESCRIPTION | INITIAL RESPONSE TIME | RESOLUTION OR WORKAROUND |
|---|---|---|---|
| **CRITICAL** | System unavailable or enrollment operations significantly impacted | 1 Hour | 4 Hours |
| **HIGH** | Major functionality impaired | 4 Hours | 1 Business Day |
| **MEDIUM** | Partial loss of functionality | 1 Business Day | 5 Business Days |
| **LOW** | Minor issue, inquiry, or enhancement request | 3 Business Days | Mutually Agreed Schedule |

Respondents shall describe their escalation procedures and resolution processes within their proposal.

Monthly SLA reporting shall be provided.

Failure to meet SLA targets may be considered during renewal evaluation.

## Section 9: Transition and Knowledge Transfer

The Contractor shall provide a transition and knowledge-transfer plan to ensure continuity of operations.

The plan shall include:
- Transition methodology
- Documentation review
- Knowledge transfer activities
- Staffing transition approach
- Risk mitigation activities
- Operational handoff procedures

**Existing Environment and Documentation Access**
IDEA will provide the selected Contractor with reasonable access to available system documentation, technical documentation, configuration information, application information, infrastructure information, and other materials within IDEA's possession or control that are necessary to support transition and performance of the Services.

The selected Contractor shall review the available documentation and information during transition and identify any additional information, access, credentials, documentation, or knowledge-transfer activities reasonably necessary to assume responsibility for the Services.
The selected Contractor shall develop and execute a transition plan designed to minimize disruption to STREAM operations and ensure continuity of service.

**Required Deliverables**

- Transition Plan
- Knowledge Transfer Plan
- Transition Status Reports
- Application Architecture Assessment
- Transition Risk Assessment
- Transition Schedule
- Knowledge Transfer Completion Report

9.1 Transition-In Activities (Services)
As part of the transition-in process, the selected Contractor shall perform, at a minimum:

- Discovery phase
- Architecture review
- Source code review
- Infrastructure review
- Credential transfer
- Knowledge transfer sessions
- Documentation gap assessment
- Development of a transition risk register

## Performance Requirements:

**a)** The specifications included above are minimum basic requirements.
**b)** The scope of work includes the goods and/or services IDEA intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to IDEA's needs and available funding.
**c)** Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in this RFP, in compliance and conformance with any applicable law or ordinance, and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

## Contract Term:

The Agreement(s) resulting from this RFP will become effective on January 1, 2027, or upon Board approval, whichever occurs later. The initial term of the Agreement will be six (6) months, commencing January 1, 2027, and ending June 30, 2027.

**Prior to the** expiration of the initial term, **the Parties** may, **by written agreement,** renew the Agreement for up to four (4) additional one-year terms, each running from July 1 through June 30 of the applicable year.

IDEA will provide written notice to the selected Vendor at least thirty (30) days prior to the expiration of the current term indicating its intent to renew, not renew, amend, or terminate the Agreement. If the Vendor elects not to renew, the Vendor must provide written notice to IDEA in accordance with the instructions provided in the renewal notice.

Services under the Agreement are expected to begin on or about January 1, 2027. The period between contract execution and service commencement may be used for onboarding, documentation review, implementation planning, and coordination with IDEA staff. If the Vendor cannot support the anticipated start date, the Vendor must identify this in its proposal and provide an estimated timeline for service availability.

No price increases will be permitted during the initial six-month term or any subsequent renewal term of the Agreement.

## Insurance Requirements:

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

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

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

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

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

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

iv) Cyber Liability and Technology Professional Liability Errors and Omissions: Vendor shall maintain coverage appropriate to Vendor's/Contractor's work under this Agreement, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of IDEA in the care, custody, or control of Vendor.

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

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

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

Vendor may not commence services or work relating to the Agreement prior to 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 a manner that provides a straightforward and concise description of the Respondent's qualifications, capabilities, and proposed approach to satisfying the requirements of this RFP. To qualify for evaluation, a Proposal **must be submitted by the stated deadline** and **must materially satisfy all mandatory requirements** identified in this RFP. Late proposals will be disqualified. Respondents must follow the proposal format and submission requirements identified below. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information for purposes of receiving notices, changes, addenda, or other critical information related to this RFP. IDEA Public Schools reserves the right to deem a Proposal non-responsive or disqualify a Respondent for material failure to provide the requested information or comply with the requirements of this RFP. Proposals consisting solely of catalogs, brochures, generic service descriptions, or other materials that do not specifically address the requirements of this RFP may be deemed non-responsive.

**In addition to the required proposal components below, Respondents should address the following, as applicable, within their Executive Summary, Summary of Experience & Qualifications, and Response to Evaluation Criteria:**

- Understanding of the STREAM environment
- Proposed support and technical approach
- Transition approach
- Staffing and service management model
- Technical assumptions
- Risks and proposed mitigation strategies

**Failure to include required items may result in disqualification.**

1. Cover Page
2. Executive Summary
3. Summary of Experience & Qualifications
4. Response to Evaluation Criteria- The Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in a school setting.
5. Cost Summary - Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods,

shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, Respondent shall state "**No costs to IDEA**". Utilize **Attachment K** for proposed pricing.

6. Required Forms
    - Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
    - Attachment B – Vendor Acknowledgement
    - Attachment C – Insurance or Bonding Requirements
    - Attachment D – IDEA Conflict of Interest Form
    - Attachment E – Texas Ethics Commission Form CIQ
    - Attachment F – Felony Conviction Disclosure Statement
    - Attachment G – Certification Regarding Lobbying
    - Attachment H – Contract Provisions for Contracts Involving Federal Funds
    - Attachment I – Reference Sheet
    - Attachment J – Litigation, Terminations, Claims
    - Attachment K – Proposed Pricing
    - Attachment L – IRS Form W-9
    - Attachment M— Deviations and Exceptions
    - Attachment N – Certification Regarding Drug-Free Workplace
    - Attachment O – Child Support Certification
7. Appendix A – Site Information
8. Appendix B – RFP Completion Checklist
9. Additional Documentation (Optional)

## 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 negotiated procurement and as such, the award will not necessarily be made to the lowest-priced Proposal. Proposals will be evaluated based on criteria deemed to be in IDEA's best interest, as reflected in the evaluation criteria below. IDEA may request any or all Vendors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposal. Upon completion of presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal.

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

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

IDEA reserves the right to reject any use of Vendor terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of the Offeror's form of agreement.Proposals will be scored according to the following rubric:

| % Weight | Evaluation Criteria |
|---|---|
| *20%* | **Technical Approach & Understanding of Requirements:** Demonstrates understanding of STREAM support, maintenance, enrollment cycle support, developer support, infrastructure management, monitoring, issue resolution, and overall methodology for meeting IDEA's operational and technical requirements. |
| 25% | **Cost/Price:** Overall pricing, cost reasonableness, transparency of pricing structure, competitiveness, and value relative to the proposed services. |
| 15% | **Relevant Experience & Past Performance:** Experience supporting similar enrollment, lottery, student information, or mission-critical applications. Includes references, customer satisfaction, successful project outcomes, and proven results in comparable environments. |
| 15% | **Key Personnel & Organizational Qualifications:** Qualifications, certifications, technical expertise, and availability of proposed staff. Evaluates organizational capacity to provide ongoing support, infrastructure services, development support, and escalation resources. |
| 10% | **Project Management, Service Implementation & Transition Plan:** Quality of project management methodology, communication processes, governance structure, reporting procedures, knowledge transfer, and transition approach to ensure uninterrupted support services. |
| 15% | **Risk Management, Security & Compliance:** Approach to outage prevention, business continuity, incident response, root cause analysis, system monitoring, data protection, security controls, and compliance with applicable educational and data privacy requirements. |
| **100 %** | **Total Possible Score** |

### Explanation of Evaluation Criteria:

Respondents shall clearly identify any assumptions regarding cloud hosting, infrastructure costs, software licensing, monitoring tools, third-party subscriptions, or other services included or excluded from proposed pricing.

**Technical Approach & Understanding of Requirements:** This criterion evaluates the vendor's understanding of IDEA's STREAM environment and operational support requirements. Proposals should clearly describe the vendor's approach to application maintenance, enrollment cycle support, developer assistance, infrastructure management, monitoring, troubleshooting, and issue resolution. Vendors should demonstrate a well-defined methodology for maintaining system stability, supporting business operations, minimizing downtime, and ensuring the ongoing reliability and performance of the STREAM platform.

**Cost/Price:** This criterion evaluates the overall cost-effectiveness, competitiveness, and transparency of the vendor's pricing proposal. Vendors should provide a clear and detailed pricing structure that accurately reflects the scope of services being offered. Evaluators will consider total proposed costs, cost reasonableness, value provided in relation to proposed services, and the vendor's ability to deliver quality support while maintaining fiscal responsibility. Respondents shall clearly identify any assumptions regarding cloud hosting, infrastructure costs, software licensing, monitoring tools, third-party subscriptions, or other services included in or excluded from the proposed pricing.

**Relevant Experience & Past Performance:** This criterion assesses the vendor's experience supporting enrollment systems, lottery applications, student information platforms, or other comparable mission-critical applications. Proposals should include examples of similar engagements, successful project outcomes, customer references, and demonstrated expertise in managing complex operational environments. Vendors will be evaluated on their track record of delivering reliable services, meeting performance expectations, and maintaining high customer satisfaction.

**Key Personnel & Organizational Qualifications:** This criterion evaluates the qualifications, technical expertise, certifications, and availability of the personnel assigned to support the engagement. Vendors should identify key staff members and describe their experience in application support, infrastructure management, software development, and operational support services. Evaluators will also assess the organization's overall capacity, resource availability, and ability to provide ongoing technical assistance and escalation support when needed.

**Project Management, Service Implementation & Transition Plan:** This criterion reviews the vendor's project management methodology and approach to transitioning services with minimal disruption to ongoing operations. Proposals should describe communication protocols, governance structures, reporting processes, issue escalation procedures, knowledge transfer activities, and transition and service commencement timelines. Vendors should demonstrate how they will effectively manage work, maintain stakeholder engagement, and ensure continuity of services throughout the contract period.

**Risk Management, Security & Compliance:** This criterion evaluates the vendor's ability to identify, mitigate, and manage operational and technical risks. Proposals should outline approaches for outage prevention, business continuity, disaster recovery, incident response, root cause analysis, system monitoring, and data protection. Vendors should also demonstrate compliance with applicable education-sector requirements, data privacy requirements, and security standards identified in this RFP and security best practices to safeguard sensitive student and organizational data.

## PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

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

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

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

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

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

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

**Debarment and Suspension**: Neither Vendor/Contractor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor/Contractor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.

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

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

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

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

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

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

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

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

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

**Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor/Contractor certifies that it is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate. The Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Vendor/Contractor from providing goods and/or services to IDEA. See **Attachment I** contained herein.

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

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

**Law of State to Govern:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

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

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

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

**Non-Appropriation/Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to IDEA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by IDEA's Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Vendor/Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

**No Waiver of Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR/CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

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

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

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

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

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

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

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

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

**Severability:** In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

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

**Termination:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from the Agreement with thirty (30) days written notice upon default by the Vendor/Contractor, for delay or nonperformance by the Vendor/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

**Texas Public Information Act:** Vendor/Contractor acknowledges that IDEA is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires IDEA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

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

## PART VI - SUPPLEMENTAL TERMS AND CONDITIONS

**Buy America Act**: If the source of funds identified in **Part I, paragraph 3, Funding Authority** for this RFP and resulting Agreement is federal funds, IDEA has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

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

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

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

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

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

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

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

1. **<u>General Guidelines</u>.** 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>:** The 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. **<u>Student Data Sharing</u>:** Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.
9. **<u>Access and Transfer or Destruction</u>:** 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. **<u>Rights and License In and To Student or Employee Data</u>**: 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. **<u>Security Controls</u>:** Vendor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of IDEA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. The vendor agrees to share its incident response plan upon request.

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## PART VII – REQUIRED ATTACHMENTS

### Attachment A – Title Page

IDEA Public Schools

**A Proposal Submitted in Response to**

**IDEA's Request for Proposals**

**RFP #8-STREAM-1126 STREAM Support, Maintenance, and Infrastructure Services**

Submitted By:

__________________________________________________________________

(Full Legal Name of Vendor)

Vendor dba (if applicable): ____________________________________________

Employer Identification Number: _________________________________________________

Street Address: _______________________________________________________________

City, State, and Zip Code: _______________________________________________________

Additional Requirements:

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

Name: _______________________________________ Name:_______________________________________

Name: _______________________________________Name: _______________________________________

On:

______________________________________

(Date of Proposal Submission

# Attachment B – Vendor Acknowledgement

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

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

Vendor Legal Name: ____________________________________________________

Address: ________________________________________________________________

Telephone Number: ____________________________________

Fax Number: ___________________________________________

Project Contact Person: ________________________________

Contact Phone Number: _________________________________

Contact Email Address: ____________________________________________________

Web Site Address: ________________________________________________________

_____________________________________________ ______________________

Signature of Authorized Representative Date

_____________________________________________

Printed Name and Title of Authorized Representative

# Attachment C – Evidence of Insurance

Evidence of insurance is required upon proposal submission

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

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

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

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

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

**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

## Attachment E – Texas Ethics Commission Form CIQ

The respondent must fill out the Conflict-of-Interest Form CIQ and submit it with their proposal. The Conflict-of-Interest Form CIQ and instructions can be found at the following link:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

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

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

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

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

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

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

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

## CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

## Attachment F – Felony Conviction Disclosure Statement

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

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

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

**Please mark the appropriate choice below:**

☐ This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ This business entity is not owned nor operated by anyone who has been convicted of any felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): ______________________________

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

______________________________

Name of Individual: ______________________________

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

______________________________

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

Vendor Business (DBA) Name: ______________________________

Name of Authorized Company Official (Print): ______________________________

| ______________________________ | ____________________ | ____________________ |
|---|---|---|
| Signature of Company Official | Title | Date |

## Attachment G – Certification Regarding Lobbying

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

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

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

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

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

______________________________________________
Legal Vendor Name

______________________________________________ ______________________
Signature of Authorized Representative Date

______________________________________________
Printed Name and Title of Authorized Representative

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

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

1. *Remedies for Contract Breach or Violations*. Contracts for more than the simplified acquisition threshold currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

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

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

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

5. *Contract Work Hours and Safety Standards Act*. Where applicable, all contracts awarded by IDEA in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

6. *<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.

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

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

________________________________________

Legal Vendor Name

________________________________________ ____________________

Signature of Authorized Representative Date

________________________________________

Printed Name and Title of Authorized Representative

## Attachment I – Reference Sheet

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

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

______________________________________________________________________________
Street Address  City  State  Zip

______________________________________________________________________________
Contact Person  Phone Number  Email Address

______________________________________________________________________________
Project Scope

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

______________________________________________________________________________
Street Address  City  State  Zip

______________________________________________________________________________
Contact Person  Phone Number  Email Address

______________________________________________________________________________
Project Scope

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

______________________________________________________________________________
Street Address  City  State  Zip

______________________________________________________________________________
Contact Person  Phone Number  Email Address

______________________________________________________________________________
Project Scope

## Attachment J – Litigation, Terminations, Claims

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

1. ______________________________________________________________________

Customer/Client School or Organization/Entity Name

______________________________________________________________________

Contact Person Phone Number Email Address

Brief Description of Event or Issues: ____________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

2. ______________________________________________________________________

Customer/Client School or Organization/Entity Name

______________________________________________________________________

Contact Person Phone Number Email Address

Brief Description of Event or Issues: ____________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

3. ______________________________________________________________________

Customer/Client School or Organization/Entity Name

______________________________________________________________________

Contact Person Phone Number Email Address

Brief Description of Event or Issues: ____________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

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

______________________________________ ________________________

Signature of Authorized Representative Date

# Attachment K – Proposed Pricing

Respondent <u>must</u> provide pricing/price schedule utilizing Attachment K. Please indicate “No Bid” on Items you wish not to Bid on.

Attachment K: Proposed Pricing can be downloaded at: [Bid Opportunities & RFPs - IDEA Public Schools]()

**Attachment K: Proposed Pricing**
**RFP #8 STREAM 1126 STREAM Support, Maintenance, and Infrastructure Services**

| | |
|---|---|
| Firm Name: | |
| Contact Person/Position: | |
| Address: | |
| Email: | |
| Phone Number: | |

Pricing Sheet Response Instructions

1. Respondents must complete Attachment K in its entirety.
2. Pricing shall include all labor, project management, application support, infrastructure support, monitoring, maintenance, transition services, enrollment cycle support, and any other costs necessary to provide the services required under this RFP.
3. Respondents shall clearly identify any assumptions regarding cloud hosting, software licensing, third-party subscriptions, monitoring tools, infrastructure costs, or services excluded from pricing.
4. All pricing shall be fully burdened and inclusive of overhead, administrative costs, travel, and related expenses unless otherwise specifically identified.
5. Pricing shall remain firm throughout the initial contract term.

**RFP #8-STREAM-1126 Price Sheet**

*PRICING INSTRUCTIONS: Provide a firm fixed cost for each contract term. Hourly rates will not be used for evaluation. Core support, routine developer support, enrollment cycle support, infrastructure management, security/compliance, and project/service [illegible] [illegible] Clearly identify all cloud hosting, software licensing, monitoring, messaging/email, storage/database, third-party subscription, and other pass-through costs [illegible] Clearly identify all cloud hosting, software licensing, monitoring, messaging/email [illegible] in Notes/Assumptions. Major/new development outside the included scope must be established as a fixed project price and approved by IDEA before work begins.*

| Category | Item Description / RFP Alignment | Pricing Basis | Initial 9-Month Fixed Cost ($) | Renewal Year 1 Fixed Cost ($) | Renewal Year 2 Fixed Cost ($) | Renewal Year 3 Fixed Cost ($) | Renewal Year 4 Fixed Cost ($) | Total Evaluated Cost ($) | Notes / Assumptions / Inclusions |
|---|---|---|---|---|---|---|---|---|---|
| Core Application Support | Application Support & Maintenance – Base operational support (Section 1) | Fixed Fee | | | | | | $0.00 | |
| Core Application Support | Incident Management, Help Desk & Escalation (Section 1.1) | Included / Fixed Fee | | | | | | $0.00 | |
| Core Application Support | Corrective & Preventative Maintenance, Patches & Updates (Sections 1.2-1.3) | Included / Fixed Fee | | | | | | $0.00 | |
| Core Application Support | Root Cause Analysis & Monthly Support Reporting (Section 1.4) | Included / Fixed Fee | | | | | | $0.00 | |
| Core Application Support | On-Call / Critical Incident Support & SLA Coverage (Section 8) | Included / Fixed Fee | | | | | | $0.00 | |
| Enrollment Cycle Support | Application / New School Year Launch Support (Section 2.2) | Fixed Fee | | | | | | $0.00 | |
| Enrollment Cycle Support | Lottery Preparation, Event & On-Call Support (Section 2.1) | Fixed Fee | | | | | | $0.00 | |
| Enrollment Cycle Support | Re-Registration Support (Section 2.3) | Fixed Fee | | | | | | $0.00 | |
| Enrollment Cycle Support | Registration Support (Section 2.4) | Fixed Fee | | | | | | $0.00 | |
| Development & Enhancement | Routine Developer Support, Troubleshooting & Minor Enhancements (Sections 3.1-3.3) | Fixed Fee | | | | | | $0.00 | Include routine developer resources in fixed cost. Identify included capacity/limitations, if any; do not provide hourly |
| Development & Enhancement | Module Maintenance & Support – current STREAM modules (Section 3.5) | Included / Fixed Fee | | | | | | $0.00 | |
| Development & Enhancement | Major/New Development Projects Outside Included Scope | Fixed Project Price | | | | | | $0.00 | Do not enter an hourly rate. State how a fixed project price will be established for IDEA-approved major/new |
| Infrastructure | Infrastructure Management & Maintenance – servers, database, storage, monitoring/logging, backups & DevOps | Fixed Fee | | | | | | $0.00 | Include management/maintenance of existing infrastructure. Identify hosting or third-party costs |
| Third-Party / Pass-Through | Cloud Hosting / PaaS / Compute & Database Hosting | Fixed / Estimated Cost | | | | | | $0.00 | Identify provider/service assumptions and whether costs are included or excluded from another fixed fee. |
| Third-Party / Pass-Through | Messaging, Email, Monitoring/Logging, Storage & Other Third-Party Services | Fixed / Estimated Cost | | | | | | $0.00 | Examples may include messaging, transactional email, monitoring/logging, object storage, database/storage, or |
| Security & Compliance | Security Monitoring, Access Administration, Data Protection & Compliance (Section 5) | Fixed Fee | | | | | | $0.00 | |
| Risk / Continuity | Risk Management, Business Continuity, Disaster Recovery & Incident Response (Section 6) | Fixed Fee | | | | | | $0.00 | |
| | | Project Management | | | | | | $0.00 | |

**Transition Services**

| | |
|---|---|
| GRAND TOTAL EVALUATED COST | $0.00 Total of Initial Term + Renewal Years 1–4 |

| PRICING DISCLOSURES / VENDOR CONFIRMATIONS | | |
|---|---|---|
| Development Capacity Included in Fixed Fee. | Describe any capacity, assumptions, limitations, or service model included in the fixed fee. Do not state hourly rates. | Vendor Response |
| Third-Party Costs. | List material cloud, hosting, licensing, monitoring, messaging/email, storage/database, subscription, or pass-through costs and identify whether each is included or excluded above. | Vendor Response |
| Pricing Completeness. | Confirm that pricing includes all labor, supervision, project management, technical resources, tools, and services necessary to perform the proposed scope, except items expressly identified as excluded. | Vendor Response |

# Attachment L – IRS Form W-9

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type.
See **Specific Instructions** on page 3.

**1** 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

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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 check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

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

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

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

**Social security number**

| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |

**Part II** **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.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-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, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

## Attachment M – Deviations and Exceptions

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

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

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

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

_______________________________________________

_______________________________________________

_______________________________________________

_______________________________________________

_______________________________________________

_______________________________________________

_______________________________________________

_______________________________________________

_______________________________________________

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

_______________________________

Legal Vendor Name

_______________________________ _______________

Signature of Authorized Representative Date

_______________________________

Printed Name and Title of Authorized Representative

## Attachment N – Certification Regarding Drug-Free Workplace

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

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

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's/Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.

- Providing each employee with a copy of Vendor's/Contractor's policy statement.

- Notifying the employees through Vendor's/Contractor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace.

- Notifying IDEA within ten (10) days of Vendor's/Contractor's receipt of a notice of a conviction of any employee; and,

- Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Legal Vendor/Contractor Name

____________________________________________

Signature of Authorized Representative Date

____________________________________________ ____________________________

Printed Name and Title of Authorized Representative

____________________________________________

# Attachment O – Child Support Certification

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

TEXAS
Health and Human Services

**Form 1903**
May 2017-E

## Child Support Certification

### Section 1

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

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

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

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

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

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

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

### Section 2

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

| | |
|---|---|
| Name: | SSN: |
| Name: | SSN: |
| Name: | SSN: |
| Name: | SSN: |

### Section 3

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

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

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

## Part VIII: 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: Software Information

The following information is provided to assist Proposers in understanding IDEA Public Schools' current STREAM application environment, operational scale, and enrollment cycle. Information and volumes are approximate and may change based on IDEA's operational needs.

### System Overview

STREAM supports IDEA's student enrollment and registration processes. The current system includes the following modules:

- Leads Module
- Applications Module
- Offer Management Module (Lottery)
- Re-Registration Module
- Registration Module
- Annual Forms Module
- Form Builder
- Events Module
- Communications Module

IDEA may modify, expand, consolidate, or replace modules as operational needs evolve.

### Hosting Environment

STREAM is currently hosted within an IDEA-managed infrastructure and operates across multiple environments.

- Approximate hosting locations: **2**
- Approximate production environments: **2**
- Additional testing and quality assurance environments may be utilized by IDEA staff and development resources as needed.

IDEA reserves the right to modify its hosting strategy, infrastructure, and system architecture throughout the term of any resulting agreement.

### User Counts and Annual Application Volume

STREAM supports a large and diverse user base across IDEA's enrollment operations.

Approximate user counts include:

- **Administrative Users:** 5,400 total users, with approximately 2,300 users active within the previous 12 months
- **Guardian/Family End Users:** 370,000+ users

The system processes approximately **100,000 student applications annually**. User counts and application volumes are estimates only and may fluctuate from year to year.

### Integrations

STREAM currently interfaces with multiple internal and third-party systems to support enrollment-related business processes and data exchange requirements.

- Approximate number of existing integrations: **4**

Additional details regarding existing integrations may be provided during the procurement process as appropriate. Proposers should describe their approach to:

- Supporting and maintaining existing integrations
- Troubleshooting and resolving integration-related issues
- Developing and implementing new integrations, as needed
- Monitoring integration performance and availability
- Maintaining integration documentation and technical specifications

### Enrollment Cycle Information
IDEA conducts annual enrollment lotteries in accordance with applicable charter and enrollment requirements.

Lottery dates vary by state and are generally scheduled around the third Saturday in February. The system must support:

- Separate lottery dates by state
- Modifications to lottery schedules as operational needs require
- Administration of multiple lottery events across jurisdictions

Registration and re-registration timelines may vary by enrollment cycle. For reference:

**2026-2027 Enrollment Cycle**

- **Registration:** February 24, 2026, through approximately May 2027
- **Re-Registration:** February 24, 2026, through May 1, 2026

**2027-2028 Enrollment Cycle**

- Registration and re-registration dates are currently **to be determined (TBD)**.

IDEA will communicate future enrollment-cycle dates as they are established.

### Current Support Model
IDEA currently utilizes a third-party vendor to provide ongoing support and development services for the STREAM application. Services currently include:

- Application support and maintenance
- Bug resolution and troubleshooting
- Enhancements and development services
- Enrollment-cycle support activities
- Operational and technical assistance

The selected vendor will be expected to assume responsibility for supporting the existing application environment and work collaboratively with IDEA staff to ensure a successful knowledge transfer and transition.

While the purpose of this solicitation is to identify future support options, IDEA's current vendor, **C.S. Studios**, has been a reliable and highly responsive partner, consistently delivering quality solutions while adapting to IDEA's evolving business needs. Their professionalism, communication, and commitment to project objectives have contributed to a productive working relationship. This information is provided for contextual purposes only and should not be interpreted as a preference in the evaluation process.

### Technical and Security Information
Detailed technical architecture, infrastructure, security, integration, data management, and other sensitive system information may be provided to the awarded vendor, as appropriate and subject to IDEA's security, confidentiality, and data protection requirements.

Proposers should assume responsibility for maintaining appropriate security controls, protecting confidential information, documenting system changes, and complying with all applicable IDEA policies and requirements throughout the term of the engagement.

## Appendix B: RFP Completion Checklist

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

☐ Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
☐ Attachment B – Vendor Acknowledgement
☐ Attachment C – Insurance or Bonding Requirements
☐ Attachment D – IDEA Conflict of Interest Form
☐ Attachment E – Texas Ethics Commission Form CIQ
☐ Attachment F – Felony Conviction Disclosure Statement
☐ Attachment G – Certification Regarding Lobbying
☐ Attachment H – Contract Provisions for Contracts Involving Federal Funds
☐ Attachment I – Reference Sheet
☐ Attachment J – Litigation, Terminations, Claims
☐ Attachment K – Proposed Pricing
☐ Attachment L – IRS Form W-9
☐ Attachment M— Deviations and Exceptions
☐ Attachment N – Certification Regarding Drug-Free Workplace
☐ Attachment O – Child Support Certification
☐ **<u>By selecting this checkbox, the vendor acknowledges and agrees to the terms and conditions outlined in this solicitation document.</u>**

## Part IX: 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 the Respondent prior to submitting a Proposal to determine whether an addendum was issued by checking IDEA's website: https://ideapublicschools.org/our-story/finance-budget/. All Respondents shall comply with the requirements specified in any addendum.

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

# END OF IDEA PUBLIC SCHOOLS RFP