



**Request for Proposals (RFP)
RFP17-01
Pre-K-2 Instructional and Professional Development Services**

| Date | Event |
|-------------------------|-------------------------------------|
| June 6, 2017 | Advertise/Issue Date |
| June 20, 2017 | RFP Opening/Due Date at 5:00 PM CST |
| June 20 – June 30, 2017 | Evaluation of Proposals |
| July 3 – July 7, 2017 | Contract Negotiation & Approval |

- Questions must be submitted via e-mail to the contact person listed below. In the e-mail subject line, type: Questions RFP17-01 Pre-K-2 Instructional and Professional Development Services
- Your proposal must be delivered in a sealed envelope or carton and received by the opening time and date listed. Submit:
 1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
 2. Five (5) clearly identified PAPER COPIES of the proposal.
 3. One (1) copy of the proposal on a FLASH DRIVE, marked with your firm’s name.
- FAX, e-mail or other electronic proposals will not be accepted.
- Proposals must be plainly marked with the RFP Number and Title above.

| | |
|---|---|
| Deliver Sealed Proposals to: IDEA Public Schools Leanne Hernandez 2115 W. Pike Boulevard Weslaco, TX 78596 | Contact: Leanne Hernandez VP of Financial Planning 956-975-0352 Leanne.hernandez@ideapublicschools.org |
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I. Introduction

IDEA Public Schools (herein after referred to as IDEA or the district) is seeking proposals from firms qualified and experienced in Direct Instruction (DI) Curriculum for grades Pre-K-2 to develop and deliver training to Pre-K-2 classroom teachers, co-teachers and school leaders. The training will include pre-service training, in-service and advanced training, including Trainer-of-Trainers. In addition to training the district is seeking in-field coaching and data analysis support for instructional leaders. The support will be differentiated by school based on campus need as determined by the district.

IDEA is a public charter network that serves approximately 35,000 students in three regions with plans to open additional regions over the next several years and increase our student population to 100,000 by 2022. The mission of IDEA public schools is *College for All*. For the past eleven years, 96.6% of IDEA graduates have matriculated to college. We offer a rigorous path to college that begins in Pre-K. IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students. Our high schools are ranked among the top in the nation by US News & World Report and the Washington Post.

IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Currently all IDEA campuses are in the state of Texas. However, IDEA will open schools outside the state as part of its expansion plan. We seek to grow rapidly while maintaining excellent results. We prioritize leader development and build internal systems of support so that we can replicate our results across communities inside and beyond Texas. We are seeking proposals that focus on building instructional leadership capacity that we can own and replicate to further our mission.

IDEA Public Schools is a 501(c)(3) non-profit organization. Funding for IDEA Public Schools operations and programs are provided through fundraising, philanthropic grants, state and federal funding.

II. Terms

- 1.1 IDEA Public Schools expects that all proposals will remain valid for the term of this proposal.
- 1.2 Award to vendor(s) will be for a period ending on June 30, 2018. In addition, the district reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service.
- 1.3 The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.
- 1.4 "Reservations". IDEA Public Schools expressly reserves the right to:
 - 1.4.1 Waive minor deviations from the specifications when it is determined that the total cost to the IDEA Public Schools of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.
 - 1.4.2 Waive any defect, irregularity or informality in any proposal procedure.
 - 1.4.3 Reject any or all proposals.
 - 1.4.4 Amend a proposal prior to proposal opening date to extend or make changes to specification.
 - 1.4.5 Procure any item by other means.

- 1.4.6 Increase or decrease the quantity specified in the proposal, unless the offer specifies otherwise.

The agreement resulting from this solicitation will be in effect for an initial term of one year (1) from the date of award or such date established by the agreement. The parties by mutual consent may renew the agreement for up to two (2) additional one (1) year periods. In addition, the district reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service.

III. Scope of Service and Performance Requirements

The following describes the service and performance requirements that the selected vendor will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points. The district will use the objective criteria specified within to review proposals and will potentially make multiple awards to acceptable program providers.

Professional Development Services: Pre-Service, In-Service and In-field Coaching

1. Provide program guidance to five Founding (new) campuses in grades Pre-K, K, 1. Founding schools will receive 26 in-field coaching site visits per year, approximately 13 per semester. Additional support will include:
 - a. Eight days pre-service training for new teachers in all DI programs selected for implementation in Pre-K-2
 - b. Pre-service and in-service training for new leaders including an overview of the curriculum, critical components of implementation, best practices for coaching teachers and data-driven decision making
 - c. In-field coaching to develop leader-capacity to develop teachers in instructional best practices
 - d. Coaching to develop leader-capacity in data-driven decision making through weekly data analysis (number of days and dates to be determined by district)
 - e. In-service for the development of teacher leaders/coaches and Trainer of Trainers for both teachers and leader as determined by the district to increase capacity
 - f. In-service as needed (to be specified in contract) for teachers and co-teachers who missed pre-service training
2. Provide program guidance to 25 existing campuses in grades Pre-K, K, 1, and 2. The type and amount of support shall be determined by the district. Site visits will range from 0-10 per semester and specific requirements will be provided to the vendor for each school in July. Services will include some combination of the following
 - a. Eight days Pre-service training for new teachers in all DI programs to be implemented at the campus
 - b. Pre-service and in-service training for new leaders including an overview of the curriculum, critical components of implementation, best practices for coaching teachers and data-driven decision making
 - c. In-field coaching to develop leader-capacity to develop teachers (number of days and dates to be determined by district)
 - d. Coaching to develop leader-capacity in data-driven decision making through weekly data analysis (number of days and dates to be determined by district)

- e. In-service for the development of teacher leaders/coaches and Trainer of Trainers for both teachers and leaders as determined by the district to increase capacity
 - f. In-service as needed (up to 3 days per year) for teachers and co-teachers who missed pre-service training
3. The vendor shall provide the district with a training sequence for leaders and teachers with descriptions, session objectives, and suggested pre-requisites. The district shall then create the scope and sequence of training for each region. Training sessions and dates will be provided to the vendor four to six months in advance, with the exception of in-service for mid-year hires.
 4. For mid-year hires, the district will contract for three days in each region with training dates and program to be determined at least two weeks in advance. All or part of 2 in-field coaching visits per campus may also be re-purposed for teacher training at the discretion of the campus Principal.
 5. The schedule for in-field coaching site visits will be driven by district needs. For In-field coaching site visits, the district will request a specific number of days per campus and provide the vendor with target and blackout dates on the calendar. This information will be provided to the vendor as soon as the contract is awarded and the vendor will be expected to respond with site visit schedules within 10 days of receiving the information.
 6. The district shall determine who is eligible for advanced professional development based on experience, record of results and prior training.
 7. Professional development services for teachers shall include co-teachers and resident teachers (and any other teaching position title designated by the district).
 8. Professional development services for leaders shall include district personnel assigned to coach or manage teachers and leaders and/or designated as attendees by the district.
 9. Because of our rapid expansion, the district seeks to increase its capacity to implement Direct Instruction with district personnel as trainers and coaches, therefore, the proposal should specifically address IDEA leader and teacher trainer-of-trainers modules in the building block components of DI program implementation.
 10. All trainer-of-trainer modules will become the intellectual property of the district and may be offered at any time and modified to meet the training needs of IDEA Public Schools.
 11. All travel and fees for trainers and in-field coaches contracted by the vendor to serve IDEA Public Schools will be paid by the vendor. The district will not cover travel expenses or consultant fees billed separately.

Program Evaluation

Program evaluation will be based on four inputs: compliance, student achievement, leader satisfaction and business partnership. Data will be collected quarterly and reviewed.

Compliance: The degree to which the vendor completes services as contracted will be evaluated quarterly. The vendor will provide this report to the district.

Student Achievement: Founding Schools and existing schools are expected to reach 90% of Pre-K-Kindergarten students on grade level in Math, Reading and Language by the end of the year. 90% of all students who begin the year on grade level should remain on or above level throughout the year. Student achievement measures may be adjusted once the district finalizes annual goals in July. The district will collect this data and provide to the vendor with consideration for the degree of support provided at a given campus.

Leader Satisfaction: The district will solicit qualitative input from school leaders on a quarterly basis regarding the degree to which their capacity to lead instruction is being developed by the service provider through training and in-field coaching. The district expects 90% of leaders to respond with an 8 or higher on a 10-point system.

Business Partnership: IDEA Public Schools has robust systems for leader development which operates outside the scope of this proposal. Positive and transparent business partnerships are critical components of the culture of our organization and to the integration of an external support person into the school. As such, all IDEA campus lead teams will hold documented business partnership meetings with any site support persons during their initial visit to the school. The district will review these visit minutes and measure the degree to which the partnership is meeting expectations on a quarterly basis.

IV. Proposal Response

Proposer shall submit, in a sealed envelope, plainly marked with the RFP Number and Title:

1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
2. Five (5) clearly identified PAPER COPIES of the proposal.
3. One (1) copy of the proposal on a FLASH DRIVE, marked with your firm's name.

FAX or e-mail proposals will NOT be accepted.

The vendor's proposal itself shall be organized in the following order, with each section clearly indexed:

A. Section I – Preface

The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. Please include business name, address, point of contact and contact information.

B. Section II – Summary of Experience

This section shall contain the full name and address of the firm submitting the proposal and a brief summary of the firm's corporate experience and individual experience for personnel who will provide this product or service.

C. Section III – Proposal Response to Scope of Service and Performance Requirements

The Proposer shall provide a description of services and capabilities as outlined in the Scope of Service and Performance Requirements section of this RFP. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal. The response shall be clear and concise, and not lengthy. If any of the service or requirement cannot be performed, the Proposer shall state 'not applicable' or 'unable to perform'.

V. Cost Summary

The Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the services required herein. Proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If the Proposer does not expect for IDEA to incur any costs, the Proposer shall state 'No costs to IDEA.'

VI. Required Forms (Certifications and Representations)

Vendor shall execute the following required forms (located at the end of this solicitation) and return the signed original with the proposal:

- Proof of Insurance or Bonding

- Attachment A - Certification of Respondent
- Attachment B - Certification Regarding Drug-Free Workplace
- Attachment C - Conflict of Interest
- Attachment D - Equal Opportunity and Nondiscrimination
- Attachment E - Bidders Certifications Form
- Attachment F - Certification Regarding Lobbying

VII. Additional Documentation

Additional pages may be included within the Proposal response, but must be included within the bound copy of the Proposal response, and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. The District reserves the right to tender its own contract.

VIII. IDEA Public Schools Responsibility

- A. The district reserves the right to cancel service due to unacceptable prices variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for a particular item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- B. All pricing and any award under this RFP shall be good for IDEA and any other entity purchasing through IDEA.
- C. Prices may be decreased at any time after award. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the end user. Vendors must first provide IDEA written justification for any increase and IDEA must make a determination of applicability of the increase to the contract. In the event a vendor offers or provides a decrease in rates to its customers or potential customers for the same services provided for IDEA pursuant to its contract, the vendor must provide the same decrease in rates for IDEA. It is recommended that the vendor provide said rate decreases voluntarily. If IDEA learns of a decrease in rates from a source other than the vendor, the vendor shall credit IDEA with the difference between IDEAS' contracted rate and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of IDEA. Any charges not proposed but required to make this service viable will be considered a hidden cost and will be provided by the vendor at no additional cost to IDEA for the term of the contract.

IX. Procurement Conditions/General Terms

Procurement of these items shall be in accordance with the IDEA Public Schools procurement policies and general terms as follows:

- IDEA Public Schools reserves the right to accept, or reject any or all proposals received or to cancel or extend in part or its entirety, this Request for Proposal, or make multiple or partial awards.
- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of

this RFP

- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this RFP.
- Proposals may be withdrawn only by delivery of a written request to IDEA Public Schools prior to the specified deadline time/date stated in the RFP. The authorized signatory must sign such requests.
- Proposals received will become a part of the IDEA Public Schools' official files without further obligation to the respondents.
- The contents of a successful Proposal may become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IDEA Public Schools reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this RFP or if adequate funding is not received.
- A response does not commit IDEA Public Schools to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA Public Schools.
- IDEA Public Schools reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
- Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA Public Schools, or to any consultant, employee, or member
- No employee, officer or member of IDEA Public Schools shall participate in the selection, development of a response to this RFP, award or administration of a contract supported by the RFP if a conflict of interest, real or apparent, would be involved.
- Respondents shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a respondent's response to be rejected.

- No purchase agreement or contract may be awarded until the respondent has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the respondent, nor any of its principles, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA Public Schools policy regarding free and open competition and conflicts of interest.
- The District is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

X. Administrative Procedure for Bidder Complaints

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

IDEA Public Schools, Attn. Purchasing Dept.

2115 Pike Weslaco, TX 78596

(956) 377-8000

XI. Selection Criteria

In evaluating proposals, the following considerations will also be taken into account for the award recommendations as per TEA Education Code 44.031(b):

- The purchase price
- The reputation of the vendor and of the vendor's goods and services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet the IDEAS' needs
- The vendor's past relationship with IDEA
- The impact on the ability of IDEA to comply with laws and rules relating to historically underutilized businesses
- The total long-term cost to IDEA to acquire the vendor's goods or services
- Vendor's service and delivery capabilities
- Warranty and warranty service history
- Probability of continuous availability
- Any other relevant factor specifically listed in the RFP

XII. Evaluation

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offer or submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying IDEA’s requirements, price and other factors considered. In the event that one vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified vendors.

The district will evaluate each Contractor’s category proposal(s) in the areas of the proposed plan, experience/service capabilities, and best value on the following pre-determined criteria: The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.

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| 30 Points | The adequacy, completeness of the plan offered addressing the Scope of Service |
| 30 Points | The flexibility of the Contractor to provide the differentiated on-site services described in the Scope of Service |
| 40 Points | The alignment of vendor proposal with the IDEA Public Schools capacity-building objectives demonstrated through provision of advanced and trainer of trainer content as requested by the district and an articulated commitment to leader satisfaction and business partnership |

IDEA Public Schools may use IDEA Public Schools staff, independent evaluators or a combination of both to evaluate and rank proposals.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification. IDEA Public Schools may enter into negotiations with the highest ranked respondent. If IDEA Public Schools is unable to reach agreement with the highest ranked respondent, the negotiations will terminate and negotiations will begin with the next respondent in the order of the ranking until a contract is reached or IDEA Public Schools has rejected all proposals.

NOTE: After evaluation, any proposal with a total score less than 70 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. IDEA Public Schools reserves the right to request Best and Final Offers (BAFO) from all responsive respondents.

XIII. How to Submit a Proposal

All proposal packages must be clearly marked with the Respondents’ name and address (it is very important to include RFP #, RFP17-01). Proposal packages must be delivered to and received prior to the deadline of June 20, 2017.

- Questions must be submitted via e-mail to the contact person listed below. In the e-mail subject line, type: Questions RFP17-01 Pre-K-2 Instructional and Professional Development Services

- Your proposal must be delivered in a sealed envelope or carton and received by the opening time and date listed. Submit:
 1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
 2. Five (5) clearly identified PAPER COPIES of the proposal.
 3. One (1) copy of the proposal on a FLASH DRIVE, marked with your firm’s name.

- FAX, e-mail or other electronic proposals will not be accepted.

- Proposals must be plainly marked with the RFP Number and Title above.

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| <p>Deliver Sealed Proposals to: IDEA Public Schools Leanne Hernandez 2115 W. Pike Boulevard Weslaco, TX 78596</p> | <p>Contact: Leanne Hernandez VP of Financial Planning 956-975-0352 Leanne.hernandez@ideapublicschools.org</p> |
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PART II - PROPOSAL FORMAT

Respondents must complete the Title Page on the following page and include it as the cover sheet for proposals submitted in response to this RFP.

See coversheet below:

PROGRAM DEPARTMENT

A Proposal Submitted in Response to

IDEA Public Schools

Request for Proposals #RFP17-01

Submitted By:

(Full Legal Name of Respondent)

On:

(Date of Proposal Submission)

RFP RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- Title Page
- Table of Contents
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Past Performance/Demonstrated Effectiveness
- Cost

2. Documentation must be complete. A respondent's written response shall be the sole means of presenting the service.

RESPONDENT IDENTIFICATION

Enter the Respondent's firm's name and address below.

1. Name of Firm _____

2. Street Address _____

3. City, State & Zip Code _____

4. Federal ID# or Social Security Number _____

ADDITIONAL REQUIREMENTS

1. Ownership: Proposal must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the qualifications.

NAME: _____ SSN: _____

NAME: _____ SSN: _____

ATTACHMENTS

The attachments listed below are required and should be included with the proposal. **Attachment C** is required to ensure that no potential conflicts of interest exist with IDEA Public Schools Board or staff members. **All forms must be signed and completed.**

1. Proof of Insurance or Bonding
2. Attachment A - Certification of Respondent
3. Attachment B - Certification Regarding Drug-Free Workplace
4. Attachment C - Conflict of Interest
5. Attachment D - Equal Opportunity and Nondiscrimination
6. Attachment E - Bidders Certifications Form
7. Attachment F - Certification Regarding Lobbying

**ATTACHMENT A
CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this quote/bid and have read the specifications, which are a part of this solicitation. My signature also certifies that I am authorized to submit this quote/bid. Sign as a representative for the firm, and carry out services solicited in this solicitation:

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Name of Firm: _____

Address: _____

Telephone Number: _____

FAX Number: _____

Contact Person: _____

Email Address (if applicable): _____

Web Site Address (if applicable): _____

ATTACHMENT B
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, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor 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, the subcontractor'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 the subcontractor's policy statement;
- Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
- Notifying IDEA Public Schools within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT C
CERTIFICATION REGARDING CONFLICT OF INTEREST

By signature of this bid proposal, Respondent covenants and affirms that:

- No manager, employee or paid consultant of the Respondent is a member of the Board, or an employee of IDEA Public Schools;
- No manager or paid consultant of the Respondent is married to a member of the Board, the CEO, or an employee of IDEA Public Schools;
- No member of the Board, the CEO or an employee of IDEA Public Schools is a manager or paid consultant of the respondent;
- No member of the Board, the CEO or an employee of IDEA Public Schools owns or controls more than 10 percent in the Respondent;
- No member of the Board, CEO, or employee of IDEA Public Schools receives compensation from Respondent for lobbying activities as defined in Chapter 305 of the Texas Government Code;
- Respondent has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest;
- Should Respondent fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Idea Public Schools and shall immediately refund to IDEA Public Schools any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by Idea Public Schools relating to that contract.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT D
EQUAL OPPORTUNITY AND NONDISCRIMINATION

The (_____ **Name**) promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. (**Name**) conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

(**Name**) provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).

- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

(**Name**) is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. (**Name**) takes positive steps to eliminate any systematic discrimination from personnel practices. (**Name**) recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT E

BIDDER CERTIFICATIONS FORM (Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation.

Initial where applicable.

- A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- B. My company is not owned nor operated by anyone who has been convicted of a felony.
- C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Lists of Parties Excluded from Federal Procurement or Non Procurement Program

By signing below, the Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts and are not identified in the "Lists of Parties Excluded from Federal Procurement or Non Procurement Program" issued by the General Services Administration, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404. For additional information refer to <http://www.epts.gov/>.

I, the undersigned authorized agent for the company named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation and the 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404 in relation to the Lists of Parties Excluded from Federal Procurement or Non Procurement Program.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

ATTACHMENT F
CERTIFICATION REGARDING LOBBYING PROCUREMENT

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 [School] Independent School District 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 [School] Independent School District 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.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

END OF IDEA PUBLIC SCHOOLS RFP

PACKAGE FOR PROGRAM DEPARTMENT