

Request for Proposals (RFP) for

contained in this Solicitation.

IDEA Public Schools reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact IDEA to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. **Please contact Yanin M. Dieppa, Federal Funds Grant Manager, at yanin.dieppaperea@ideapublicschools.org to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. In the e-mail subject line, please type: Questions RFP SEL Curriculum**

Contact:

Yanin M. Dieppa
Federal Funds Grant Manager
737

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. Introduction and Purpose

IDEA, a leading provider of educational technology solutions, serves approximately 50,000 students in five regions across Texas, with plans to open in additional regions over the next several years and increase our student population. We offer a variety of programs for All. For the past eleven years, 96.6% of IDEA graduates have matriculated to college. We offer a variety of programs, including dual credit courses, that allow students to earn college credit while still in high school. Our graduates go on to attend colleges and universities across the country, win national awards and scholarships, and complete college at a rate six times the national average. IDEA has been recognized by the U.S. News & World Report and the Washington Post.

IDEA serves students through fundraising, philanthropic grants, state and federal funding.

e. All proposals must be received by the deadline. **Proposals submitted after the opening time and date will NOT be accepted. Fax or email proposals will NOT be accepted.**

f. **Pre-Proposal Meeting:** Not applicable.

g. **Proposal Guarantee:** Not applicable.

h. IDEA reserves the right to reject any and/or all Proposals, to award service contracts as may appear advantageous to IDEA, and to award contracts to the successful Vendor(s) in the amount of the contract price. Notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party; however, IDEA reserves the right to tender its own contract for services.

i. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.

j. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.

k. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor 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 Vendor does not expect IDEA to incur any costs, the Proposal shall state so.

4. RFP Clarification

Questions must be submitted via email to Yanin M. Dieppa, Federal Funds Grant Manager, at

days beyond the final expiration date if necessary, to ensure no lapse in services. The parties, by mutual consent, may also renew any resulting service agreement for up to four additional one-year periods, subject to the same terms, conditions, favorable prices, and mutual agreement between Vendor and IDEA. **IDEA is not obligated to renew any service agreement for additional terms beyond the base service year.**

11. Administrative Procedure for Bidder Complaints

Leader Satisfaction: The district will solicit qualitative input from school leaders/teachers/students/parents

capabilities, product quality, cost, and bet value on the pre-determined evaluation criteria below.

RANKING CRITERIA	POINTS
Total possible points is 100	

IDEA may use IDEA 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 may enter into negotiations with the highest ranked Vendor. If IDEA is unable to reach agreement with the highest ranked Vendor, the negotiations will terminate and negotiations will begin with the next Vendor in the order of the ranking until a contract is reached or IDEA 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 reserves the right to request Best and Final Offers (BAFO) from all responsive Vendors.

PART IV: GENERAL TERMS AND CONDITIONS

- 1. Proposal Submission:** Proposals must be submitted using this RFP only, and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed proposals will not be accepted.
- 2. Public Record:** All Proposals become the property of IDEA. As a governmental entity, the Texas Public Information Act applies to this RFP. Accepted Proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
- 3. Rejection/Award:** IDEA reserves the right to reject and and/or all Proposals, to award contacts as may appear advantageous to IDEA, and to waive all formalities in the procurement process.

participate in any pension plans, bonus, or similar benefits that IDEA provides to its employees. IDEA and Vendor agree that Vendor and/or its employees are not covered under any IDEA insurance policy,

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21. **Governmental Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR 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 STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

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

23. **Assignment/Delegation:** No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of IDEA. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.

24. **Waiver:** The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

Addendum #1 ±Modification of attachments ±June 25th, 2020

RFP #4-RFP-GNRL-2021 SEL CURRICULUM ±Social Emotional Learning Curriculum

Distributed on June 20th, 2020 and listed on [IDEA Website](#)

On page 12, under PART V: REQUIRED FORMS the attachment list has been modified to include or remove the following information:

PART V: REQUIRED FORMS

The attachments listed below are required and should be included with the Proposal, along with any other forms included in this RFP. **ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

- 1. Attachment A** ±Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.

We appreciate your interest in being a vendor with IDEA Public Schools. Before we can set you or your business up in our software system and do business with you, please fill out and return the vendor packet in its entirety.

Here are a few things to keep in mind:

x

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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Request for Taxpayer Identification Number and Certification

^a 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.

CONFLICT OF INTEREST

Before IDEA Public Schools can select you or your business up as one of our approved vendors, we require a Conflict of Interest form to be completed. Fill out the attached form and return it as part of your completed vendor packet. This form is required in order to comply with Chapter 176 of the Texas local government code.

- x If not related to an IDEA Public Schools employee Officer (Board Member) or are related to a family member of the Officer – Write your name or business name and N/A in box 1.
- x If related to an IDEA Public Schools employee Officer (Board Member) or are related to a family member of the Officer – Fill out the form entirely. List the name of the IDEA Public Schools employee you are related to in box 3 and your relationship to that person in Section D.
- x Be sure to sign and date the form.

If you have any questions, please contact:

Albento Anguiano, Purchasing Supervisor
P. 956-332-0913 albento.anguiano@ideapublicschools.org;

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.

SB9 FORMS

Before IDEA Public Schools can set you or your business up as one of our approved vendors, we require an SB9 form to be completed if you will have a direct contact with students. Fill out the attached form and return it as part of a completed vendor packet.

If you have any questions, please contact:

Albento Anguiano, Purchasing Supervisor
P. 956-332-0913 | albento.anguiano@ideapublicschools.org;

Maribel Anzaldua, Purchasing Clerk III,
P. 956-373-6825 | maribel.anzaldua@ideapublicschools.org

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Chapter 22 of the Texas Education Code requires entities that contract with public schools to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA Public Schools ("IDEA"). Contractors must certify to IDEA that they have complied and must obtain similar certifications from their subcontractors.

IDEA may not obtain criminal histories for contractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

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"Covered employees": \$Q\ HPSOR\HH RI D FRQWUDFWRU LRUJVLQYHFRQ
FRQWLQLQJ GXWELRUJLQWUDFWLHGGVMRRLKZLQDQGHYH &DUHFW
VWXGHQWV ,('\$ UHWDRQWVKGH/LHPLQH ZKDWKFRQVXGHQW

"Disqualifying Criminal History": \$Q\ FRQYLFWLRQ RU RWKHU FULPLQDO
,('\$ LQFOXGLQJ RQH RU PRUH RI WKH IROORZLQJ RIIHQVHV

\$ IHORQ\ RU PLVGHPHDQRU RIIHQVH RYKDWLQRDQGHFWLQY
DV DQ HGXFDWRU XQGHU 7H[DV (GXFDFWLRQ &RGH †
D &ULPHV LQYROYLQJ PRUDO WXUSLWXGH
E &ULPHV LQYROYLQJ DQ\ IRUP RI VMLXROD RUV &GHQW DRO
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