



Proposals will be accepted on or before June 23, 2021, at 5:00 pm CST.
Proposals received later than the date and time designated may not be considered.

IDEA Public Schools and affiliated entities (IDEA)
on contained in this Solicitation.

reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals.
bidders are requested to clarify any ambiguity, conflict, discrepancy, omission,

issued and, if so, to obtain such addenda for attachment to the

Questions RFP

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IDEA prepares students from underserved communities for success in college and citizenship. We are a growing network of 119 high-performing charter schools serving over 76,500 students located throughout the Rio Grande Valley, San Antonio, Austin, El Paso, Houston, Permian Basin TX. As well as locations in Louisiana, Florida, and Ohio. 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 our first graduating class in 2007, 100% of our seniors have been accepted to colleges and universities. By 2022, IDEA will operate 173 schools in ten regions educating 100,000 students on their road to and through college. IDEA is expanding Tampa, FL in 2021, Jacksonville, FL in 2022. Although IDEA's growth is rapid, it is also well planned and carefully calculated. Schools begin with minimal grade levels, adding facilities as students advance and eventually reaching full scale as a PreK-12 campus.

IDEA serves primarily low income students in underserved areas of both rural and urban communities. IDEA is a 501(c)(3) non profit organization. Funding for IDEA operations and programs is provided through fundraising, philanthropic grants, state, and federal funding.

The purpose of this Request for Proposal ("RFP") is to solicit proposals from eligible vendors for adaptive literacy and math software programming s .935.261 0 Td[(a)9769.2 (a)9.3 (m)-4..9 (F)12 ("')9(.).10.9 o G grr.9 (s)-

- Software programming company that has the ability to execute multiple contracts and provide invoices related to each contracted entity.

Vendor(s) should be prepared to contract with and bill each of the following entities in which services are intended to be provided:

- IDEA Public Schools
- IDEA Louisiana
- IDEA New Orleans
- IDEA Florida Inc.

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced Proposal. Award(s) will be made to the Vendor(s) 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 the RFP, the award may be divided among several qualified Vendors.

The committee evaluating the Proposals submitted in response to this RFP may require any or all Vendors to give an oral presentation to clarify or elaborate on their Proposal, as well as to provide a demonstration. Upon completion of oral presentations or discussions, Vendors may be requested to revise any or all portions of their Proposals.

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, to include but not be limited to:

- Ability to meet specifications.
- The total cost of the goods and/or services, including total long-term cost to IDEA to acquire the vendor's goods and/or services.
- Responsiveness to RFP terms and conditions.
- References.
- Experience.
- Personnel qualifications.
- Vendor's past relationship, if any, with IDEA or other charter schools.
- Use of products that protect the environment and human health, if applicable.
- The reputation of the vendor and of the vendor's goods and services.
- The quality of the vendor's goods or services.
- The impact on the ability of IDEA to comply with laws and rules relating to historically underutilized business.

IDEA will evaluate each Vendor's Proposal in the areas of the proposed plan, experience, service capabilities, product quality, cost, and net value on the pre-determined evaluation criteria below.

10 Points	The adequacy, completeness of the plan offered addressing the Scope of Service
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and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.

6. : 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. 2a.7 (m)-13.6 (eo-

14.

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

23. : 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. : 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.

25. : 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.

26. : The validity, enforceability, and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Texas.

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

28. : Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—

The attachments listed below are required and should be included with the Proposal.

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor Information
3. Attachment C – Vendor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – IDEA Conflict of Interest Form
7. Attachment G – Conflict of Interest Form CIQ
8. Attachment H – Equal Opportunity and Nondiscrimination
9. Attachment I – Bidder Certification Form
10. Attachment J – Certification Rega.2 (tu06 Tw 0.891 Cb0 Tw 5.543 0 -6.6(di)- Tw 0.891 0 /)bg

PROGRAM DEPARTMENT

A Proposal Submitted in Response to

IDEA

Request for Proposals #3-RFP-SPED-2021

Submitted By:

(Full Legal Name of Vendor)

On:

(Date of Submission)

Please provide proof of insurance or bonding

This certification is required by the Federal Acquisition Regulation, 48 CFR 101-11.6, which requires a contractor to certify that it will provide a drug-free workplace. The contractor must certify that it will:

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

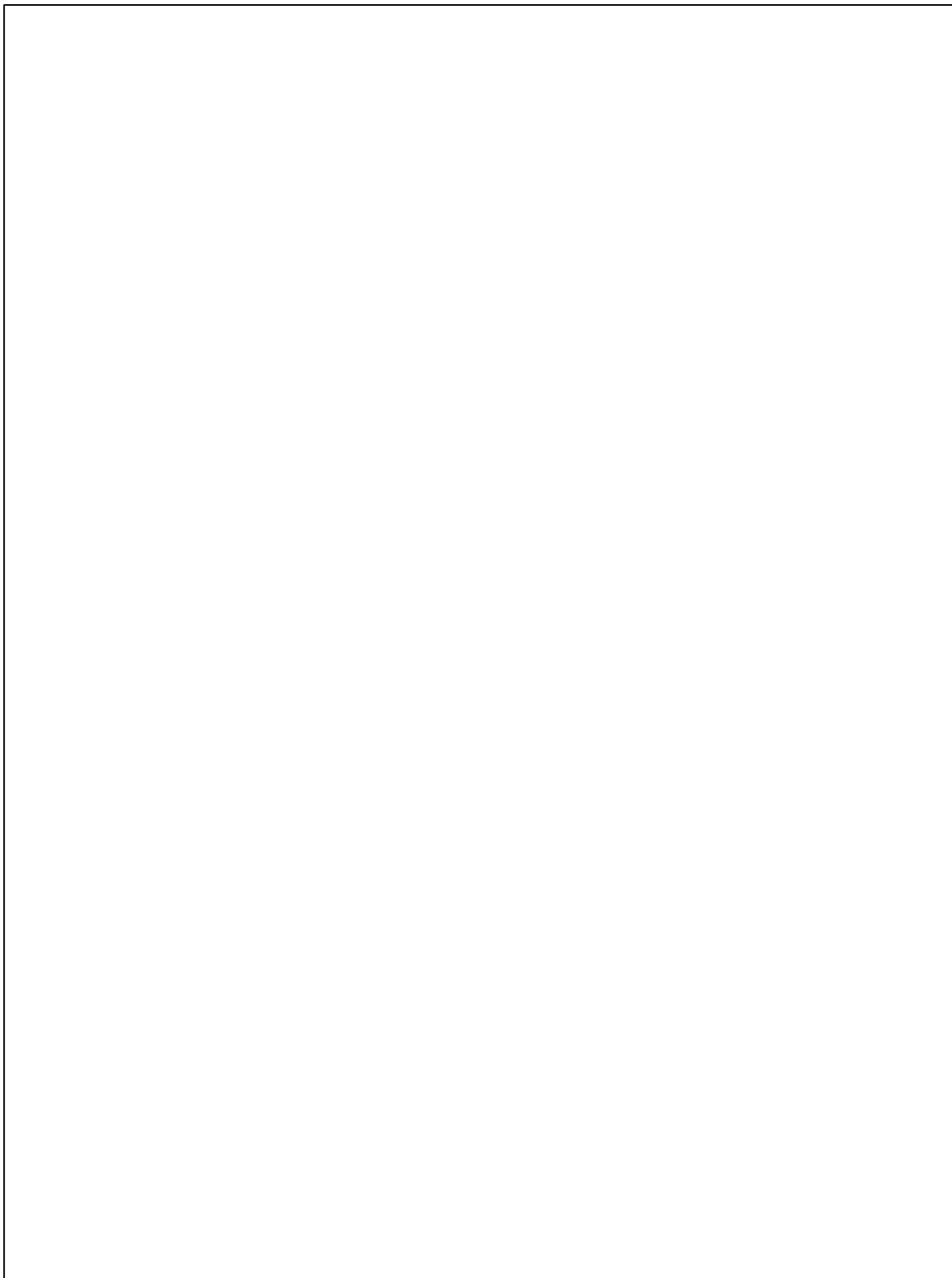
- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's 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 policy statement.
- Notifying the employees through a written communication of the drug-free workplace policy.

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.

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 • 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 I paid consultant of Vendor. C EAi xempl 1,2 (l)-4.6 (,)jo.F (A)-4.t1 (D)-4.4 3 or 7



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.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

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:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
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UHFRUGV RQ FRYHUHG HPSOR\HHV &RYHUHG HPSOR\HHV ZLWK G
serving at a public school. Contractors must justify to the school that they have complied and must obtain
similar certifications from their subcontractors.

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