# Request for Proposals (RFP)

**#2-RFP-GNRL-2022 Fu for qualified and experienced organizations who can partner with IDEA Public Schools to provide a full day Pre-Kindergarten Program at select schools in the Rio Grande Valley, San Antonio and El Paso in school year 2022-2023. The purpose of these partnerships is to build and sustain a diverse delivery system of high-quality Pre-K programs to support Kindergarten readiness. IDEA Public Schools seeks partners who meet the requirements of the high-quality Pre-Kindergarten Program established by Texas House Bill 3 in 2019.**

**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.**

**Inquiries and requests for information affecting the solicitation must be submitted in writing and shall be directed to Jennifer Ornelas, Procurement Analyst, at Jennifer.ornelas@ideapublicschools.org**

**inquiries via email should have the** October _____ **. All** 5, 2021

by 3:00 PM (CST). Contact with IDEA Public Schools personnel other than Jennifer Ornelas or designee regarding this solicitation may be a reason for elimination from the selection process. Any prospective

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

Department of Protective and Regulatory Services under Section 42.042, Human Resources Code.

**3. Proposal Submissions**

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP. Emphasis should be concentrated on conformance and Pre-K partnership planning.

I. To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content:

a. Title Page
b. Section I – Preface
c. Section II – Summary of Experience
d. Section III – Proposal Response to Scope of Service and Performance Requirements
e. Cost Summary
f. References
g. Required Forms
h. Additional Documentation

II. Proposals shall be submitted via the web-based software, Tyler Munis Self Service. A signed, submitted proposal submitted via Tyler Munis constitutes an offer to

IV. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., 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 "No costs to IDEA."

V. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awarhe tn fr2 (o)s (")-7Tc 0 Tw ( )TjEMC /P <</MCID 5 >>BDC - i007 Tc 0.007 Tw -0.82 -1.221.08[a)-6 (nd

**Proposer Responsibility**

IDEA expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP. Vendor's failure or omission to examine any relevant form, article,

IDEA written justification for any increase and IDEA must decide of applicability of the increase to the contract. In the event a vendor offers to provide 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 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 services 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.

| | | |
|---|---|---|
| IDEA Converse Academy | SAN ANTONIO | 5490 FM 1516, Converse, TX 78109 |
| IDEA Donna Academy | RIO GRANDE VALLEY | 401 S. 1st St., Donna, TX 78537 |
| IDEA Edgemere Academy | EL PASO | 15101 Edgemere Blvd., El Paso, TX 79938 |
| IDEA Edinburg Academy | RIO GRANDE | |

**Eligible Students & Enrollment**

Partners must have the space and staffing capacity to meet class size requirements established by the Texas Education Agency for Pre-K programs: staff-student ratios of one-to-eleven and maximum group size of twenty-two (22) students.

Partners must demonstrate willingness and ability to collaborate closely with IDEA to facilitate the registration process through IDEA's online registration system and maintain an active enrollment as determined in partnership with IDEA Public Schools.

Partners must have the capacity and are prepared to meet the recruitment and eligibility requirements Td( 0 Tw 0.86 c)]0.rnanj0.005 3Td( )TjK0.051 Tc -0.001 Tw 19.00.5Td[Td(, (s)-116 (n pa)

Partners must implement and abide by the US Dept. of Health & Human Services and US Dept. of Education's Joint Policy Statement on Suspensions and Expulsions in early childhood settings.

## Student Progress Monitoring

Assess each student's cognitive and language skills when the student enters the program and again before the student leaves the program to improve program planning and implementation, communicate with parents, and promote

**Family Engagement**

Partners must demonstrate evidence of parent involvement in the program to ensure student needs are met. Partners must coordinate with relevant community-based services as needed to ensure student needs are met.

Partners must co-lead with IDEA Public Schools an orientation session for families prior to start of the 2022-2023 school year.

**Safety**

Partners must arrange and provide evidence of an annual Playground Inspection.

**Program Evaluation**

Partners must agree to the following performance measures that will be used to evaluate the impact of the partnership during and after school year 2022-2023:

Have a satisfactory record of integrity to ethics
Be otherwise qualified and eligible to receive an award
Be in good standing with the applicable national or state associations

## PART IV – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

### Proposal Response

Proposals may be submitted using the Tyler Munis Self Service site, or by sending a hard copy to:

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
956-377-8000

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
2. Five (5) clearly identified PAPER COPIES of the proposal.
3. Five (5) copies of the proposal on FLASH DRIVES, marked with your company name.

Note: 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 partner submitting the proposal.. In addition, it shall contain names, titles, certifications, and years of experience for the personnel who will lead partnership services.
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 succinct. If any service or requirement cannot be performed, the Proposer shall state 'not applicable' or 'unable to perform.'

### Cost Summary

Ancillary to the proposal, the Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (e.g., 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.'

**Changes to Proposal**: IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.

**Use of Brand Names**

continued allocation of funds by the IDEA's Board of Directors (the "Board"). If the Legislature and/or the TEA 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 Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

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

**INDEMNIFICATION:** THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELEY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FORGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE 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. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

**Termination**. IDEA reserves the right to terminate this agreement upon thirty (30) days written notice to the vendor; (2) upon default by the vendor, for delay or nonperformance by the vendor or, (3) if it is deemed in the best interest of IDEA, for convenience.

**Unsatisfactory Performance by Vendor Staff**: If any person employed by Vendor fails or refuses to carry out the services contemplated 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.

**Interpretation of Evidence**: No course of prior dealings between the parties and no usage of the tradeshall 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

**Legal Venue**: Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo County, Texas.

Standing: Vendor **must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.**

**Ineligibility for Nonpayment of Child Support**: Pursuant to Texas Family Code 231.006(d), regarding child support, the Vendor certifies that the Vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and IDEA may be terminated and payment may be withheld if this certification is inaccurate.

**Signature Authority**: By submitting the Response, the Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this Response.

**Terms and Conditions Attached to Response**: Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

## PART VI – REQUIRED ATTACHMENTS

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

**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 forProposals submitted in response to this RFP.

# Attachment A – Title Page

A Proposal Submitted in Response

## Attachment C – Vendor Certification

I, the undersigned, submit this Proposal and have read the specifications, which are a part of this RFP. My signature also certifies that I am authorized to submit this Proposal, sign as a representative for Vendor, and carry out services solicited in this RFP.

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Vendor Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address (if

## Attachment D – Proof of Insurance or Bonding

Please provide proof of insurance or bonding

## Attachment E – 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

## Attachment G – Conflict of Interest Form CIQ

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.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their proposal.

The Conflict of Interest Form CIQ can be found at the following link:

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

## Attachment H – Equal Opportunity and Nondiscrimination

Vendor promotes employment opportunity through a 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. Vendor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations. /TT3 yll a

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

## Attachment L – 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.

supplemented by Departmentof Labor regulations (29 CFR

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.

10. Procurement of Recovered Materials

3.

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

DESCRIBE AND DOCUMENT YOUR INVOVLENT WITH OTHER COMMUINTES IN SIMILAR TYPE OF WORK