



## **Etoile Academy Charter School**

### **REQUEST FOR PROPOSAL**

#### **COVER SHEET**

Sealed proposals will be received at Etoile Academy Charter School (the “School”) on or before **May 30, 2019 at 11:59pm CT** for the following:

### **Special Education Services for 2019-20 at Etoile Academy Charter School, Southwest Houston**

#### **Note to Proposers**

*Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and attachments and return as instructed in this document to:*

**Etoile Academy Charter School**

**c/o Kayleigh Colombero**

6648 Hornwood Dr

Houston, TX 77074

**PROPOSALS RECEIVED LATER THAN THE DATE AND TIME DESIGNATED ABOVE**

**WILL NOT BE CONSIDERED.**

*You must sign below in ink; failure to sign will disqualify the proposal.*

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax

Number: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Your signature attests to your proposal to provide the goods and/or services in this proposal according to the terms and published provisions of the Request for Proposal unless modifications or alterations are clearly noted in your proposal submission and accepted by the School in writing.**

## **1. GENERAL INFORMATION**

### **a. Purpose**

The purpose of this Request for Proposal (RFP) is to solicit proposals from eligible vendors for comprehensive Special Education Services at Etoile Academy Charter School. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a bidder may be selected and the contractual terms by which the School intends to govern the relationship between itself and the selected vendor.

### **b. Scope**

Details are included in the Specifications attached to this RFP. Etoile Academy is requesting the following Special Education Services for the 2019-2020 school year at Etoile Academy Charter School located at 6648 Hornwood Drive, Houston, TX 77074:

- (1) a part-time, on-site Special Education Coordinator,
- (2) Special Education Teachers depending on case-load,
- (3) hourly services from specialists such as LSSP, Speech Therapy, etc.,
- (4) comprehensive management of Etoile's Special Education program, and
- (5) management of Etoile's 504 program

Proposals should be made for a 1-year contract beginning July 2019 and concluding in June 2020.

### **c. Evaluation Criteria**

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

- Ability to meet specifications.
- Pricing.
- Responsiveness to proposal terms and conditions.
- References.
- Experience.
- Personnel Qualifications.
- Vendor's past relationship, if any, with the School or other charter schools.
- Use of products that protect the environment and human health, if applicable.

### **d. Incurred Costs**

The School is not liable for any costs incurred by a vendor in the preparation and

production of a bid or for any work performed prior to the issuance of a contract.

**e. Selection of Vendor**

School may award this RFP to multiple respondents or to the respondent School determines, in its sole discretion, provides the best value to School, based upon the evaluation of proposals. A contract or letter agreement for Special Education Services may be executed with successful vendors as a result of this process and the successful vendor agrees that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

**2. STANDARD TERMS AND CONDITIONS**

a. **RFP SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Emailed proposals will be accepted at [kcolombero@etoileacademy.org](mailto:kcolombero@etoileacademy.org).

b. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive any or all formalities in the procurement process.

c. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.

d. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error: however, vendor may be removed from consideration or from any approved vendor list.

e. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

f. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.

g. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at

least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice the School neither more nor less frequently than once per month.

**h. CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Contractor or between the School and the Contractor's employees. The School shall not be subject to any obligation or liabilities if the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.

**i. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE.** Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. School shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without School incurring any liability to Contractor as a result of such termination, including early termination charges. If the School terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to the School through termination date but shall not be entitled to any early termination charges.

**j. ENFORCEMENT.** It is acknowledged and agreed that Contractor's services to the School are unique, which gives Contractor a peculiar value to the School and for the loss of which the School cannot be reasonably or adequately compensated in damages. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause the School irreparable injury and damage. Contractor therefore expressly agrees that the School 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 the School is not in breach of this Agreement.

**k. GOVERNMENTAL IMMUNITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO SCHOOL UNDER APPLICABLE LAW.

**l. LIMITATIONS.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF

THE SCHOOL (A PUBLIC ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE SCHOOL'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 THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

m. **GRATUITIES:** The School may, by written notice to the Contractor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

n. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the School. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

o. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

p. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.

q. **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.

r. **APPLICABLE LAW:** This contract shall be governed by the policies of the the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

s. **ADVERTISING:** Contractor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

t. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Harris County, Texas.

u. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the the School's Board of Directors or otherwise not made available to the School.

v. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the School, for convenience.

w. **RECORD KEEPING:** The School, 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 the successful bidder that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

x. **DEBARMENT AND SUSPENSION:** Neither the vendor nor any of its officers, 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 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

y. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** The vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful bidder and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.

z. **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 the School may be terminated and payment may be withheld if this certification is inaccurate.

### **3. SPECIFIC TERMS AND CONDITIONS**

#### **a. Equal Opportunity**

In the execution of the contract, the successful bidder agrees, consistent with the School's policy, not to discriminate on the basis of race, color, religion, sex, gender, national origin, age, disability, veteran's status, or any other basis protected by law.

Additionally, 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."

#### **b. Insurance**

The successful bidder will carry and maintain Workers' Compensation, General Liability, and Fidelity Bonding insurance. Proof of such will be furnished with the Response to the RFP.

#### **c. Background Check**

The successful bidder must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at the School and that will have continuing duties related to the provision of goods and/or services and who has or will have direct contact with students. Any expenses associated with the background checks shall be borne by the successful bidder. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the successful

bidder who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School. The successful bidder shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to the School for inspection and review during normal business hours of the successful bidder and upon the request of the School or governmental authorities. If an employee, representative, and/or agent of the successful bidder is determined to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to the School. The School reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School pursuant to Texas law.

#### **d. Student Information**

Vendor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by the School, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 (“HIPAA”) Pub. L. No. 104-191, 110 Stat. 1936. The School may determine that the successful bidder has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the School’s students, and the successful bidder is an agent of the School solely for the purpose of providing services to the School. The selected bidder and the selected bidder’s personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between the School and the successful bidder. Upon the termination of any agreement between the School and the successful bidder, the successful bidder will return to the School all student records, documentation, and other items that were used, created, or controlled by the successful bidder.

#### **e. Intellectual Property**

Vendor acknowledges that, in connection with this RFP, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to the School. For purposes of this RFP, “Confidential Information” shall include but not be limited to:

- a) Information relating to the School’s financial, regulatory, personnel, or operational matters.
- b) Information relating to the School’s clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.



- c) 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.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of the School's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from the School or its agents.
- f) The term "Confidential Information" does not include the following:
  - i. Information available to the public through no wrongful act of the receiving party.
  - ii. Information that has been published.
  - iii. 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 termination of this RFP or any contract between the successful bidder and the School, use or disclose any confidential information or trade secrets of the School to any person or entity for any purpose whatsoever without the prior written consent of the School, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Vendor agrees to release to the School all records and supporting documentation related to the services provided under this RFP or any contract between the successful bidder and the School upon completion of the services and/or termination of the contract.



#### **4. Required Vendor Proposal Content**

Vendors should submit the original and one copy of the following documents, in the order indicated, in a sealed envelope clearly marked “RFP #1 – Special Education Services for 2019-20” to:

**Etoile Academy Charter School**

**c/o Kayleigh Colombero**

6648 Hornwood Dr

Houston, TX 77074

Proposals received after **11:59 pm CT on May 30th, 2019** will not be considered.

**a. Cover letter**

Page one of this package must be filled out and signed in ink by an authorized representative of the vendor.

**b. Firm Profile, Experiences and References**

Include background information on all employees and references from other entities similar to the School for which the vendor has performed services.

**c. Proposed Fees**

Include monthly fee, hourly fees for any staff member or position who may charge additional fees beyond the contract amount, and any other regular or one time fee that might be charges.

**d. Certificate of Insurance**

Vendor must provide proof of Workers’ Compensation, General Liability, and Fidelity Bonding insurance.

**e. Conflicts Disclosure Statement**

Vendor must provide a signed and completed copy of Form CIQ (attached hereto).



## WORK SPECIFICATIONS

Etoile Academy Charter School is seeking a vendor that will provide the following services for the 2019- 2020 school year at its Southwest Houston campus, located at 6648 Hornwood Dr, Houston, TX 77074:

- (1) a part-time, on-site Special Education Coordinator,
- (2) Special Education Teachers depending on case-load,
- (3) hourly services from specialists such as LSSP, Speech Therapy, etc.,
- (4) comprehensive management of Etoile's Special Education program,
- (5) management of Etoile's 504 program, and
- (6) support for the RTI program.
- (7) support for LPAC meetings

### 1. Special Education Coordinator

- a. Estimated 15-20 hours per week for 44-46 weeks between July 1, 2019 and June 30, 2020
- b. Oversees SPED program, SPED teachers, service providers, and ensures all services are provided, documented
- c. Serves as Special Education teacher as well as program manager
- d. Collaborates closely with Etoile Academy's school leadership and faculty; seamlessly integrated into the school to avoid the appearance of an "outside" vendor
- e. Payment based on hourly rates

### 2. Special Education Teachers

- a. Between .25 and 1 SPED teacher depending on population
- b. Collaborates closely with Etoile Academy's school leadership and faculty; seamlessly integrated into the school to avoid the appearance of an "outside" vendor
- c. Payment based on hourly rates

### 3. Specialist Services

- a. Specialists for all services needed would be provided by the vendor
- b. Specialties may include, but are not limited to, Psychologists, LSSPs, Speech Pathologists, Counselors, Occupational Therapists, Physical Therapists, and AI Teachers
- c. Payment based on individual hourly rates

#### **4. Special Education Program Management**

- a. To the extent allowable by law, vendor coordinates, executes, and oversees all aspects of the special education program at the campus, including:
  - i. State and Federal compliance
  - ii. State and Federal reporting
  - iii. State and Federal grants for Special Education
  - iv. Staff training in SPED compliance, accommodations, modifications, etc.
  - v. Development of school SPED policies and procedures
  - vi. Development of SPED handbook
  - vii. Management and regular audits of all required forms, paperwork, and documentation
  - viii. Coordination of ARD meetings

#### **5. 504 Program Management**

- a. Review and audit folders
- b. Ensure compliance with all 504 regulations
- c. Implement accommodations for all students with 504 plans
- d. Present at 504 meetings as needed

#### **6. Support for RtI**

- a. Gather data from teachers and update trackers
- b. Build referral folders when needed

#### **7. LPAC meetings**

- a. Hold BOY, MOY, and EOY LPAC meetings
- b. Complete all required paperwork
- c. Train parents for serving on the LPAC committee
- d. Keep records and trackers to ensure all students are serviced



## **ATTACHMENTS**

## CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

### **Definitions:**

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Etoile Academy Charter School (the “School”) retains the discretion to determine what constitutes direct contact with students.

“*Disqualifying Criminal History*”: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
  - a. Crimes involving moral turpitude;
  - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
  - d. Crimes involving school property or funds;
  - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
  - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.



5. Any other offense that the School believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in the School's Contractor Bid and Vendor Services Process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.

**CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for \_\_\_\_\_ (“Provider”), certify that [check one]:

None of the employees of Provider and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any subcontractor will not become covered employees. Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

*or*

Some or all of the employees of Provider and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Provider has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
3. Upon request, Provider will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
4. If the School objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Provider agrees to discontinue using that covered employee to provide services to the School.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

I understand that non-compliance with this certification by Provider may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Provider Official

\_\_\_\_\_  
Date





### **Debarment or Suspension Certificate**

Etoile Academy Charter School is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Provider certifies that no suspension or debarment is in place, which would otherwise preclude Provider or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

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Authorized Signature

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Date

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Printed Name, Title

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Company Name

## Contract Provisions

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 \$150,000 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 Etoile Academy Charter School including the manner by which it will be effected 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 School 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. School 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. School 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. School 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 School 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.

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).

8. Energy Efficiency Standards and Policies. 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. Debarment and Suspension. 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. Byrd Anti-Lobbying. 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. Procurement of Recovered Materials. School 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.



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

**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.

| 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



## 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.





**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

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

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, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

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% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that 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.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

| Name | Social Security # |
|------|-------------------|
|------|-------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

III.

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."***

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_





## Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “Resident Proposer”:

\_\_\_\_\_  
Company Name (Please Print)

I certify that my company qualifies as a “Nonresident Proposer”  
(NOTE: You must furnish the following information :)

Indicate the following information for your “Resident State”: (The state your principal place of business is located in)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes  
 No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

\_\_\_\_\_  
Certification: I certify that the information provided above is correct.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

## Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states “a person or business entity that enters into a contract with a school district must give advance notice to Valor Public Schools if the person or an owner or operator has been convicted of a felony. A 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.

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

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Vendor's Name

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Signature of Authorized Company Official

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Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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