



REQUEST FOR PROPOSAL
2019-2020 SPECIAL EDUCATION SERVICES

DUE DATE: May 16, 2019



LEGAL NOTICE

Notice is hereby given that Rêve Preparatory Charter School expects to educate approximately 180 students in grades K-1 and intends to examine methods to provide comprehensive special education services including assessments, all areas of therapy, compliance monitoring and program management, as needed.

No offer of intent should be construed from this legal notice that Rêve Preparatory, Inc. intends to enter into a contract with any party for special education services unless, in the sole opinion of the School, it is in the School's best interest to do so.

A copy of the Request for Proposal can be obtained by contacting:

Contact Name: Traci Thibodeaux
Title: CEO/Superintendent
Rêve Preparatory, Inc.
6575 West Loop South
Suite 500
Bellaire, Texas 77401

Email address: info@reveprep.org

Additional information required to adequately respond to this Request for Proposal may be obtained by contacting the above-named person.

Rêve Preparatory, Inc. reserves the right to accept any proposal which it deems most favorable to the interest of the School and to reject any or all proposals or any portion of any proposal submitted which, is not in the best interest of the School.



INSTRUCTIONS TO VENDORS

PROPOSALS DUE: May 16th, 2019

Interested vendors must submit two (2) copies of their response to this Request for Proposal via mail and must be received no later than May 16th, 2019 at 2:00 PM. Late proposals will not be considered under any circumstances.

1. At any time prior to the specified time and date set for proposal opening, a Vendor (Note: or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the form provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Sealed proposals are to arrive no later than 2:00 PM on May 16th, 2019 and shall be addressed to:

Via Mail:

Rêve Preparatory, Inc.
Attn: Traci Thibodeaux
6575 West Loop South
Suite 500
Bellaire, TX 77401

***Please submit two (2) copies of the proposal.**

5. Additional information required to adequately respond to this Request for Proposal may be obtained by contacting the above-named person.
6. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
7. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
8. Periods of time, stated as number of days, are calendar days.
9. It is the responsibility of all Vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.

10. Awards shall be made with reasonable promptness to the Vendor whose proposal, in accordance with the Weighted Criteria Evaluation Worksheet, best conforms to the invitation and shall be the most advantageous to Rêve Preparatory, Inc. Award may be made to other than the low-price proposal.
11. The Rêve Preparatory, Inc Board of Directors, notwithstanding any other provision of the Request for Proposal (including all attached documents), expressly reserves the right to:
 - a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Reject any or all proposals.
 - c. Reissue a Request for Proposal.
12. A proposal, in response to a Request for Proposal, is an offer to contract with Rêve Preparatory, Inc. based upon the terms, conditions, and specifications of this proposal.
13. Each Vendor shall guarantee to the School that the proposal submitted, and the price offered by the Vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
14. IN CONSIDERATION FOR RÊVE PREPARATORY, INC., BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST RÊVE PREPARATORY, INC., AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.



SIGNATURE PAGE

Proposals shall be received until 2:00 P.M. on May 16th, 2019 for supplying Rêve Preparatory Charter School with special education services during the school year of 2019-2020, with the option to renew up to four (4) one-year contracts.

Sealed proposals, subject to all the conditions and specifications attached hereto, shall be received in the office of Rêve Preparatory Charter School and shall be marked on the envelope **“Special Education Services for 2019-20”**.

In accepting proposals, Rêve Preparatory, Inc. reserves the right to reject any and all proposals in order to take the action which it deems to be in the best interest of the School.

Additional information required to adequately respond to this **Request for Proposal** may be obtained from the School business office:

Contact Name: Traci Thibodeaux
Title: CEO/Superintendent
Rêve Preparatory, Inc.
6575 West Loop South, Suite 500
Bellaire, TX 77401

Contract entered into on a basis of submitted proposals are revocable if contrary to law.

The General Conditions, Specifications and Exhibits hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposals as requested.

Note: Failure to sign will disqualify bid.

COMPANY: _____

ADDRESS: _____

CITY, STATE ZIP: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ DATE: _____



GENERAL CONDITIONS

Vendor shall provide comprehensive special education services including assessments, all areas of therapy, compliance monitoring and program management, as needed. The Vendor shall also offer trainings for staff, if needed. These special education services shall be in accordance with this Request for Proposal of Rêve Preparatory, Inc. and include any present schools, plus any schools or campuses to be added during the course of the contract.

Purpose

The purpose of the **Request for Proposal** is to obtain complete data, from each interested Vendor, to be considered in the award of the Special Education Services contract for Rêve Preparatory Charter School to determine which Vendor is best able to meet the criteria of the School. Each interested Vendor shall furnish as part of this proposal a complete general description of experience in the field of special education. All statements submitted by the Vendor are required to be complete and accurate. Included shall be the following:

- Name and address of the vending company.
- Documentation of license to do business in the State of Texas.
- Documentation of incorporation.
- Certificate of Liability Insurance must be provided in accordance with specifications of the School. (Note: The School will determine whether the types and amounts of insurance coverage are acceptable.)
- Documentation of size and structure of the company with the qualifications of key Vendor supervisory and support personnel.
- Other such information as the interested Vendor deems pertinent for consideration by the School shall be provided.

Scope of Work

The School is seeking a vendor that can provide the following on-site special education services:

- A part-time, on-site Special Education Coordinator;
- Special Education Teachers depending on case-load;
- Specialists services such as LSSP, Speech Therapy, etc.;
- Support for the school's Response to Intervention (RTI) program;
- Comprehensive management of the school's Special Education program; and
- Management of the school's 504 program.



1. Special Education Coordinator

- a. Provides services approximately 5-20 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, and documented
- c. Serves as Special Education Teacher, if needed, as well as, Program Manager
- d. Collaborates closely with the school leadership team and staff and operates as a member of the school community
- e. Receives payment based on hourly rates

2. Special Education Teachers

- a. Provide between .25 – one (1) SPED teacher depending on student population
- b. Collaborates closely with the school leadership team and staff and operates as a member of the school community
- c. Receives payment based on hourly rates

3. Specialist Services

- a. Specialists 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. Receives payment based on hourly rates

4. Support for RTI

- a. Provides services approximately 5-20 hours per week for 44-46 weeks between July 1, 2019 and June 30, 2020
- b. Collaborates closely with the school leadership team and staff and operates as a member of the school community
- c. Receives payment based on hourly rates

5. 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

6. 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

Qualifications for Vendor

Each Vendor must submit for consideration such records of work and further evidence as may be required by the Board of Directors regarding experience, financial standing, and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal. The qualification data shall be submitted by each Vendor along with the sealed proposal and shall include the information and format as follows:

- 1. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
- 2. The Vendor interested in submitting a proposal and providing services to the School under contract should be familiar with the State of Texas and federal laws and regulations pertaining to operations in a public school setting. Vendor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
- 3. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Weighted Criteria Evaluation Worksheet.



PROPOSAL SPECIFICATIONS & SUBMISSIONS

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

1. Cost

- a. 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.

2. Experiences and References

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

3. Certificate of Insurance

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

4. Conflicts Disclosure Statement

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

Experience and References

The Vendor shall submit:

- The duration and extent of experience in the operation of special education services.
- A complete list of Texas public schools and locations where the Vendor is currently operating special education programs. Provide three (3) public schools as references including, name and address, length of service, and Contact Name and telephone number of a contact person for each School.
- List Texas school districts/charter schools where the Vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.



EVALUATION OF PROPOSALS

Rêve Preparatory, Inc. reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the District. The School will evaluate all proposals according to the below criteria. The School reserves the right to approve the selection of any of the Vendor's employees assigned to work in the District.

Mandatory Criteria

- Cost
 - Personnel Qualifications
 - Experience and References
 - Vendor's past relationship, if any, with the School or other charter schools
 - Completeness and Quality of Requested Information
1. Completion of steps 1-14 of the "Instructions to Vendors" section.
 2. Completion of the "Signatures Page".
 3. Include actual copies of:
 - a. Certificate of Liability Insurance
 4. Meet criteria 1-3 in the "Qualifications for Vendor" section
 5. Submission of items 1-10 of the "Proposal Specifications & Submissions" section.

Grading Criteria

Criteria	Maximum Score	Vendor Score
1. Cost	35	
2. Personnel Qualifications	30	
3. Experience and References	25	
4. Vendor's past relationship	5	
5. Completeness and Quality of Requested Information	5	
TOTAL	100	

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



EXHIBIT A
ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, _____.

Notary Public (or Clerk or Judge)

My commission expires _____.



EXHIBIT B

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts

Exceeding \$100,000 in Federal Funds

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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Rêve Preparatory Charter School** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Rêve Preparatory Charter School** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE- 90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
11. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or shall be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or shall be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in



actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A continuation sheet(s) is attached. 16.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



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

Rêve Preparatory 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.

Authorized Signature

Date

Printed Name, Title

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 	
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.

Vendor's Name

Signature of Authorized Company Official

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:



ATTACHMENTS

- ATTACHMENT 1: Delivery Site, School Hours, and Enrollment
- ATTACHMENT 2: Special Education Services Contact Information
- ATTACHMENT 3: School Calendar for 2019-2020
- ATTACHMENT 4: Timeline



Attachment 1

Delivery Site, School Hours, and Enrollment

Delivery Site

- Rêve Preparatory Charter School – 4315 West Fuqua Street, Houston, Texas 77045

School Hours

- 7:45 AM – 3:45PM

Enrollment

- Total 2019-20 enrollment – Estimated 180 students



Attachment 2
Special Education Services Information
(Telephone numbers with campus location and telephone numbers, etc.)

Main Phone Line – TBD

Superintendent – Traci Thibodeaux – 832-982-2083

Operations Manager – Elizabeth Osorio – 832-804-2619

Attachment 3



2019-2020 School Calendar

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Important Dates

July 4 Independence Day
 Aug 12 **First Day of School**
 Sep 2 Labor Day
 Nov 25 - 29 Thanksgiving Break

Dec 23 - Jan 3 Winter Break
 Jan 20 Martin L. King Day
 Mar 16 - 20 Spring Break
 Mar 30 Chávez/Huerta Day

Apr 10 Spring Holiday
 May 25 Memorial Day
 Jun 5 **Last Day of School**
Early Dismissal Days at 1:45pm
Student Holiday / (Staff PD Day)

Please note that weather conditions and extenuating circumstances may require changes to the schedule.

Attachment 4

Timeline

March 18 th , 2019	Release
April 12 th , 2019	Pre-Proposal Conference (10:00AM CST)
April 19 th , 2019	Final addenda issued (If necessary)
May 16 th , 2019	Proposal Closing (2:00PM CST)
May 30 th , 2019	Completion of Review and Qualifications
June 4 th , 2019	Vendor Final Round In-Person Interview
June 11 th , 2019	Board of Directors approval
June 14 th , 2019	Sign Contract
July 15 th , 2019	Teacher Professional Development begins
August 12 th , 2019	First day of school