



REQUEST FOR PROPOSAL
RFP-24-001
District-Wide Tutoring Support Services

Notice to Proposers

Jubilee Academic Centers doing business as Jubilee Academies, 4434 Roland Road, San Antonio, TX 78222, a Texas non-profit corporation exempt from Federal taxation under Internal Revenue Code Section 501(c)(3) and an open-enrollment charter holder operating an open-enrollment charter school organized and existing under the laws of the State of Texas (“Jubilee Academies”) is issuing this Request for Proposal (RFP) to solicit proposals from qualified tutoring providers who have the capacity to develop and deliver virtual and instructor-led onsite training aimed at building scholar success through effective tutoring.

Jubilee Academies reserves the right to disqualify bids received after the deadline.

Your (vendor) signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of the Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.

Company Name: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

Printed Name: _____

Email: _____

Title: _____

Signature: _____

Jubilee Academic Center Inc., a Texas non-profit corporation and open-enrollment public charter District, organized and existing under the laws of the State of Texas, (“Jubilee Academies” and/or the “District”) is soliciting proposals from interested and qualified proposers to provide District-Wide Tutoring Support Services as more fully set out in the scope of work of this Request for Proposals (“RFP”).

A signed original and two electronic (USB DRIVE) copies of the proposal must be submitted in accordance with the instructions set out herein to:

Jubilee Academic Center
RFP-24-001: District-Wide Tutoring Support Services
Attn: Director of Procurement
4434 Roland Road
San Antonio, TX 78222

The original proposal must be labeled “ORIGINAL” and MUST contain original signatures. Emailed proposals will be accepted provide the original signed document is received by the district **before the due date and time outlined below.**

Proposals will be received at the above address until Thursday September 7th, 2023, at 10:00 AM, CST. A more detailed timeline is set out below. Proposals will remain sealed until the due date and time to avoid disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the P r o p o s e r (s) submitting the proposal will be made available to the public before award of the RFP.

Proposals received after the Proposal due date and time will not be considered. Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. JUBILEE ACADEMIC CENTER will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals and pricing must remain valid for one hundred twenty (120) days from the proposal due date pending acceptance by JUBILEE ACADEMIC CENTER’s Board of Trustees.

The term of this award will be for one (1) year from date of award by the Board of Trustees, with the option to extend three (3) additional one (1) year terms with the same terms and conditions if agreeable to both the District and vendor(s). **Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.** The Board of Trustees of Jubilee Academic Centers, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.

The District will award this RFP to a single respondent, multi-supplier award, or line-item award based on which provides the **best value to the district** upon the evaluation of all proposals received. As is more fully explained in this RFP, an award, if made, will be made to the responsible and responsive proposer who provides the best solution to the described need, taking into consideration multiple evaluation factors as determined by the Jubilee Academic Center and defined herein. More details regarding evaluation of proposals are included in the Scope of Work and Specific Conditions section of this RFP.

Thank you for your interest in doing business with Jubilee Academic Center.

Chad P. Doucet
Director of Purchasing

Jubilee Academic Center, Inc. DBA Jubilee Academies

**REQUEST FOR PROPOSALS
RFP 24-001
District-Wide Tutoring Support Services**

LEGAL NOTICE

Notice is hereby given that Jubilee Academic Center, Inc. doing business as Jubilee Academies ("District"), an open-enrollment charter holder and District, intends to accept proposals to provide District-Wide Tutoring Support Services for Jubilee Academic Center campuses named herein. No offer of intent to enter into a contract with any party for Campus Intercom Systems for Jubilee Academic Center should be construed from this legal notice. The District will enter into a contract for services only if, in the sole opinion of the District, it is in the District's best interest to do so.

All costs involved in submitting proposals to the District or alternatives for Jubilee Academic Center shall be borne in full by the interested party and should be included in a total price. The due date for all proposals is **Thursday September 7th, 2023, at 10:00 AM, CST.**

The term of this award will be one (1) year from date of award by the Board of Trustees, with the option to extend three (3) additional one (1) year terms with the same terms and conditions if agreeable to both the District and vendor(s). **Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.** The Board of Trustees of Jubilee Academic Centers, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.

A copy of this Request for Proposal can be obtained by visiting the following web address:

<https://www.jubileeacademies.org/purchasing>

PROPOSALS RECEIVED LATER THAN THE DATE AND TIME DESIGNATED ABOVE WILL NOT BE CONSIDERED.

The District reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the District. The District further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the District determines not to be in the best interest of the District.

IMPORTANT DATES

RFP Release Date:	Wednesday August 16 th , 2023
Questions related to RFP:	August 22 nd , 2023, NLT 10:00AM CST
Responses to Questions Posted:	August 24 th , 2023 NLT 5:00 PM CST
Proposals due:	September 7 th , 2023 NLT 10:00 AM CST
Board of Trustees Award:	September 20 th , 2023

PROPOSAL FORMAT

- Tab A)** Cover letter to include the name, address, telephone number, contact person, and title of the individual/firm representative authorized to respond on the individual's/firm's behalf.
- Tab B)** Please provide a description and brief history/background of your company. Included in this should be the number of years in business; list of owners; board of directors, if applicable; key company personnel; number of total employees (both company wide and those working out of the office, warehouse, or depot from where services for this contract will originate). Also include number of staffs who provide training.
- Tab C)** Please describe background, experience, qualifications, technical capabilities, internal training programs, safety programs, and expertise providing customized instructor led, web-based, and/or blended learning supervisory/managerial, leadership, and general business skills training. Experience and qualifications of key field personnel should be included. A description of your customer service approach and process, should be included. Any current or past contracts with government agencies can be listed and described in this section. Licensing and certification, if applicable, shall also be described in this section. Attention to the details provided in Attachment A – Scope of Work should be considered with your response.
- Tab D)** Provide proof that your firm currently has in force an insurance policy covering (a) errors and omissions liability, and (b) comprehensive general liability, and indicate the amount of such coverage.
- Tab E)** Experience working with Texas school districts in the last 10 years.
- Tab F)** Individual's/Firm's ability and capacity to perform the work proposed. List the current workload and the availability to commence services immediately after being selected by the District.
- Tab G)** A list of clients that are most comparable to Jubilee Academic Centers in size and complexity. Please include a general description of types of services performed, types and size of issues involved, and the number of years served for each.
- Tab H)** Completed Bidders Certification
- Tab I)** Request for Proposal Signature Page
- Tab J)** Proposal
- Tab K)** Sample vendor contract (for legal review)
- Tab L)** Completed Reference Form
- Tab M)** Completed forms:
- Anti-Collusion Statement
 - Affidavit of Non-Discriminatory Employment

- Criminal History Review of Provider Employees
- Debarment or Suspension Certificate
- Contract Provisions (EDGAR Certifications)
- Certificate of Interested Parties (Texas Ethics Commission Form 1295)
- Conflict of Interest Questionnaire
- Child Support Certification
- Out of State Certification
- Felony Conviction Disclosure Statement

INSTRUCTIONS TO VENDORS

1. At any time prior to the specified time and date set for proposal opening as set forth above, a vendor (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 forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. **Proposals are to arrive no later than 10:00 AM CST on Thursday September 7th, 2023. Late proposals will not be considered under any circumstances.**
5. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
6. Periods of time, stated as number of days, are calendar days.
7. 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.
8. Awards, if any, shall be made with reasonable promptness to the vendor(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to the District. The award(s) may be made on the basis of factors other than the lowest price proposal.
9. Notwithstanding any other provision of this Request for Proposal (including all attached documents), the District expressly reserves the right to:
 - Waive any insignificant defect or informality in any proposal procedure.
 - Reject any or all proposals.
 - Reissue a **Request for Proposal**.
10. A proposal, in response to a **Request for Proposal**, is an offer to contract with District based upon the terms, conditions, and specifications of this proposal.
11. Each vendor shall guarantee to the District that the proposal submitted, and the price offered by the vendor shall remain firm for a period not less than 120 days from the deadline for proposals to be submitted.
12. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST **JUBILEE ACADEMIC CENTER, INC. DBA JUBILEE ACADEMIES** 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.

Standard Terms and Conditions:

1. **BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document only and must reach the Purchasing Department on or before the hour on the date specified.
Late submittals will not be accepted. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The District reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding.
3. **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.
4. **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 approved vendor list.
5. **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 District board members or other District officials from the date this solicitation is released until the award of a contract by the District's Board of Directors.
6. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
7. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless Jubilee Academies Inc. its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.
8. **GRATUITIES:** The District may, by written notice to the Contractor, cancel this contract without liability to the District if it is determined by the District 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 District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District 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.
9. **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 District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by 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.

11. **MODIFICATIONS:** This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
12. **INTERPRETATION OF EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. 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 this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this 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 this contract, the definition contained in the Code is to control.
13. **APPLICABLE LAW:** This contract shall be governed by the policies of the District'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. The District's Board Policies will be made available upon request.
14. **ADVERTISING:** Contractor shall not advertise or publish, without the prior consent of the District, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
15. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Bexar County, Texas.
16. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.
17. **WARRANTY-PRICE:** The price to be paid by the District shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to the District for breach at Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
18. **WARRANTY-PRODUCT:** Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.
19. **WARRANTY-SAFETY:** Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may

return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the following for the name of a suitable substitute asbestos-free product:

Jubilee Academies
Attn: Chad P. Doucet, Director of Procurement
4434 Roland Road
San Antonio, TX 78222

20. **WARRANTY-INFRINGEMENT:** As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he/she will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the District harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements).
21. **RIGHT OF INSPECTION:** The District shall have the right to inspect the goods before accepting them.
22. **FUND AVAILABILITY:** Any purchase order 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 District's Board of Directors or otherwise not made available to the District.
23. **RIGHT TO ADDITIONAL COMPETITION:** The District occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the District.
24. **TERMINATION:** The District 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 District, for convenience.
 - A. In the event of a default of a breach of the Contract entered into pursuant to this proposal by either the District or the Vendor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate the Contract immediately by giving the breaching party written notice of its intention to terminate immediately.
25. **PENALTIES:** If the Vendor fails to perform and such failure to perform results in the District losing federal funds or having to reimburse funds already received, the Vendor shall owe to the District the amounts lost by the District due to such failure of performance.
26. **RECORD RETENTION:** The Contract will be kept on file in accordance with the requirements of the State record retention schedules and the District's record retention policies and be available for review by the United States Department of Agriculture and the Texas Education Agency and other appropriate State and Federal agencies.

Specific Terms and Conditions:

- I. Qualifications of Vendor: Each vendor must submit for consideration such records of work and further evidence as may be required by the District regarding experience, financial standing, and assurance that they have, or promptly will 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 or termination of the contract if after award is made. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:
 - A. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in goodstanding with the State of Texas.
 - B. The vendor must be familiar with and comply with all State, county, and city health and safety requirements.
 - C. 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 Criteria Evaluation Worksheet.
 - D. The vendor shall execute an authorization to permit the District to obtain criminal history records on any employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who will perform duties on District property or other location where District students are regularly present as needed. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the District. The vendor shall certify that it will ensure that this requirement is met.

- II. General Provisions.
 - A. The Contract shall be governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. **Exclusive venue shall lie in a court of competent jurisdiction located in Bexar County, Texas.**
 - B. If any provision of the Contract becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions.

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Scope of Work

Background & Purpose

Background

Early data indicates that school closures and disruptions in SY19-20 and SY20-21 are likely to result in unfinished learning for many students statewide, making multi-year recovery and acceleration supports even more crucial. As districts and charters consider how to best facilitate learning acceleration, many are considering high-impact tutoring, as there is strong evidence that high-impact tutoring (often called high dosage tutoring) is one of the most effective ways to increase learning gains for students. High-impact tutoring leads to substantial learning gains for students by supplementing students' classroom experiences, provided that the program is implemented with fidelity to the following characteristics:

- Well-trained, consistent tutor (can be a current or retired teacher, paraprofessional, teacher candidate, college student, or community volunteer) who builds a strong relationship with students
- High quality instructional material aligned to standards and core classwork
- One-to-one or small group for individualized support (1-to-3 maximum ratio recommended)
- Embedded in the school day or immediately before or after, to maximize student access
- Data-driven, utilizing aligned formative assessments, with tutors building sessions around student strengths and needs and adjusting approach based on data over time When tutoring programs do not have these core characteristics, they may have little to no impact on student learning gains.

The purpose of this RFP is to solicit proposals from qualified tutoring providers who have the capacity to develop and deliver virtual and instructor-led onsite training aimed at building scholar success through effective tutoring.

- A. Provide standardized, high quality, tutoring-friendly to TEKS-aligned provided curriculum with English and Spanish supports.
- B. Deliver tutor training aligned to the research-based principles of high impact tutoring and the curriculum approved by the TEA for this purpose.
- C. Deliver and manage a secure, user-friendly platform that can support tutoring sessions with the curriculum approved by the TEA for this purpose.

**Detailed Proposal Sheet
(Include as part of the proposal)**

The selected vendor will provide tutors, as needed, to Jubilee Academic Centers in the following campus locations:

San Antonio

- Jubilee San Antonio, 4427 Chandler, San Antonio, TX 78222
- Jubilee Highland Hills, 1515 Goliad, San Antonio, TX 78223
- Jubilee Lake View University Prep, 325 Castroville Road, San Antonio, TX 78207
- Jubilee Highland Park, 901 E. Drexel, San Antonio, TX 78210
- Jubilee Westwood, 8038 W. Military Drive, San Antonio, TX 78227

Austin

- Jubilee Wells Branch, 3711 Shoreline, San Antonio, TX 78278

Kingsville

- Jubilee Kingsville, 201 N. 19th Street, Kingsville, TX 78363

Rio Grande Valley

- Jubilee Harlingen, 3501 S. Palm Court Drive, Harlingen, TX 78552
- Jubilee Livingway, 350 W. Ruben M. Torres Blvd., Brownsville, TX 78526
- Jubilee Brownsville, 4955 Pablo Kisel Blvd., Brownsville, TX 78520
- Jubilee Leadership Academy, 1025 Main Street, Brownsville, TX 78251

Please fill out completely:

Classification	Rate per Hour (\$)	Minimum Hours Per Day
Para/Non Degreed		
Certified		
Subject Specific		

PROPOSAL EVALUATION

Evaluation of Proposals (see attached Evaluation Worksheet). A proposal will only be accepted if the Vendor has the ability to perform successfully under the terms and conditions of this Request for Proposal.

Criteria	Criteria Description	Weighted Value
1	The purchase price (Cost of Services)	0-35
2	The quality of the Proposer's goods or services	0-15
3	The reputation of the Proposer and of the Proposer's goods or services	0-10
4	The extent to which the goods or services meet the District's needs	0-15
5	The total long-term cost to the District to acquire the Proposer's goods or services	0-5
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	0-5
7	The Proposer's past experience with Texas school districts	0-15
	Total	100%

JUBILEE ACADEMIES, INC

RFP-24-001: District-Wide Tutoring Support Services

DATE: _____

Bidder's Certification:

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, criteria evaluation worksheet, responsibilities of bidders, product specifications, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes

[SIGNATURE PAGE FOLLOWS]

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

Tax ID No. (Only required for vendors not having conducted previous business with the District). This is required for a vendor to be set up in the District's vendor database.

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public or charter District districts) where the same or similar services as contained in this specification package were recently provided by Vendor.

Company Name:	
Contact Person:	Title:
Address	City, State, Zip
Telephone:	Email:

Company Name:	
Contact Person:	Title:
Address	City, State, Zip
Telephone:	Email:

Company Name:	
Contact Person:	Title:
Address	City, State, Zip
Telephone:	Email:

Company Name:	
Contact Person:	Title:
Address	City, State, Zip
Telephone:	Email:

Company Name:	
Contact Person:	Title:
Address	City, State, Zip
Telephone:	Email:

REQUEST FOR PROPOSAL SIGNATURE PAGE

Proposals will be received until 10:00 AM CST on September 7th, 2023

Proposals, subject to all the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto, will be received in the office of District and shall be marked on the envelope:

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In accepting proposals, the District reserves the right to reject any and all proposals in order to take the action that it deems to be in the best interest of the District.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law. The Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and have submitted our proposal. I/we understand that if selected and a contract is awarded, the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto will become a part of the contract between the vendor for services as indicated below and Jubilee Academies, Inc.

(Note: Failure to sign will disqualify bid.)

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

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 or 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 _____

Statement of Nondiscrimination

JUBILEE ACADEMIC CENTER (District) does not discriminate on the basis of race, religion, color, national origin, sex, disability or relationship or association with an individual with a disability in providing educational services, activities, and programs, including vocational and career technology programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

This institution is an equal opportunity provider.

Affidavit Of Non-Discriminatory Employment

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

_____ Signature

_____ Printed Name & Title

CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Texas Education Code § 22.0834 requires entities that contract with District districts or charter Districts 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. Jubilee Academies (the “District”) retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by the District, 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 District 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 District property or at a District-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 District.
5. Any other offense that the District believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in the District’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 District 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 District in writing within three business days.
3. Upon request, Provider will provide the District with the name and any other requested information regarding covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District 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 District.
5. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to the District 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

Jubilee Academies 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 (EDGAR Certifications)

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. **Vendor Violation or Breach of Contract Terms.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council the Defense Acquisition Regulations Council as authorized by 41 USC 1908, 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. Except as otherwise provided for in these Terms and Conditions, either party may terminate the contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party. Jubilee Academies will not be liable to the vendor for any damages (including but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on the vendor's default or breach of contract. If any delay or failure of performance is caused by Force Majeure, Jubilee Academies may, in its sole discretion, terminate the contract in whole or in part, provided such termination complies with the procedures set out above. Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting vendor. Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in vendor's industry equally and are not actions taken solely against vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires' explosions' epidemics; riots; war; rebellion; or sabotage. The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to the vendor violation and breach of contract terms.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

2. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by Jubilee Academies including the manner by which it will be effected and the basis for settlement. With this paragraph, Jubilee Academies shall only be required to pay the vendor for goods or services delivered to the District prior to the termination and not otherwise returned in accordance with the vendor's return policy. If Jubilee Academies has paid vendor for goods or services not yet provided as of the date of termination, vendor shall immediately refund such payment(s). If an alternate provision for termination of a Jubilee Academies purchase for cause and convenience, including the manner by which it will be effected as the basis for settlement, is included in Jubilee Academies purchase order, or construction contract agreed to by the vendor, this provision shall prevail.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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."

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

4. **Davis-Bacon Act.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Jubilee 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. Jubilee 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. Jubilee 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. Jubilee must report all suspected or reported violations to the Federal awarding agency.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

5. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by Jubilee 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.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

7. **Certification of Compliance with Buy America Provisions.** If Jubilee Academies federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and District Agreements,” and any implementing regulations issued by the awarding agency.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

8. **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).

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

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.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

11. **Procurement of Recovered Materials.** Jubilee 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.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

12. **Profit as a Separate Element of Price.** For purchases with federal funds in excess of \$150,000, a District or open enrollment charter District may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by the District, vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the District shall not exceed the awarded pricing, including any applicable discount, under vendor’s District Contract.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

13. **Record Retention Requirements For Contracts Paid With Federal Funds.** When federal funds are expended by Jubilee Academies for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory requirements detailed in 2 CFR 200.333. The vendor further certifies that vendor will retain all records required by 2 CFR 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial

reports, as applicable, and all pending matter are closed.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

14. **Energy Efficiency Standards and Policies.** When federal funds are expended by Jubilee Academies for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with 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).

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

15. **General Compliance and Cooperation with District.** In addition to the foregoing specific requirements, vendor agrees in accepting any purchase order from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to a particular District purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does the vendor agree? Yes _____ No _____ (initial in appropriate block)

This Section Intentionally Left Blank

Certificate of Interested Parties Form 1295

A person or business entity entering into a contract and/or agreement with Jubilee Academic Center is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties”.

This form must be submitted online at:

<https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>

Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, notarized and then submitted along with the bid/quote/proposal document(s).

If Form 1295 is not submitted along with your bid/quote/proposal response, your response may be considered “non-responsive” and may be disqualified.

Form CIQ

Please complete the form located at the following link:

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

Child Support Certification(STATE FUNDS)

Please complete the form located at the following link:

<https://www.hhs.texas.gov/sites/default/files/documents/laws-regulations/forms/1903/1903.pdf>

****RETURN THESE COMPLETED DOCUMENTS IN SUBMITTAL PACKET****

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)

Company Name

Address

City

State

Zip Code

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

A. What is the prescribed amount or percentage? \$ _____ or _____ %

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 District must give advance notice to District 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 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.

Vendors Name: _____

Signature of Authorized Company Official: _____

- 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.