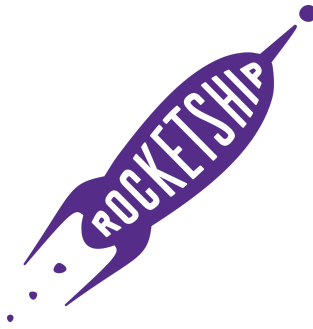


# REQUEST FOR PROPOSAL

## Before & After School Services



### **Rocketship Public Schools Texas**

2001 Beach St. Ste 102

Fort Worth, TX 76103

**March 23, 2023**

Prepared By:

#### **Rocketship Texas**

2001 Beach St. Ste #102

Fort Worth, TX 76103

Attn: Chasiti McKissic

[cmckissic@rsed.org](mailto:cmckissic@rsed.org)

# RFP Specifications - Before & After School Care

## 1. Statement of Purpose

Rocketship Public Schools Texas, (the “School” or “Rocketship Texas”) a public open-enrollment charter, is an elementary (PK - 4th) public charter school that will grow to 5th grade. Rocketship Texas currently has two (2) campus located at 3520 E. Berry Street, Fort Worth, TX 76105 & 300 E. Loop 820 Fort Worth, TX 76112, is in need of a qualified contractor to provide:

- A safe, structured, and engaging before and after school programs at minimal or no-cost to Rocketship Texas families.
  - Incorporation of educational activities during the before and after school programs

The objective of this Request for Proposal (“RFP”) is to locate a source that will provide the best overall value to Rocketship Texas. While price is a significant factor, other criteria will form the basis of our award decisions, as more fully described in the Evaluation Factors section of this RFP below.

## 2. Background Information

Rocketship -Texas is a non-profit charter school that is a part of a national network of elementary charter schools serving primarily low-income students in neighborhoods where access to excellent schools is limited. There are currently Rocketship elementary schools in California, Wisconsin, Washington D.C. and Tennessee.

Rocketship - Texas opened its first elementary school in the Stop 6 community of Fort Worth, Texas. Rocketship - Texas is near completion of its first year serving approximately 400 students from PreK4 through 3rd grade. Rocketship - Texas will be opening its second campus in the Fall 2023.

By 2027, Rocketship- Texas will have 4 schools, serving nearly 2,200 students.

Students at Rocketship schools across the country make remarkable progress every year. In a single academic school year, Rocketeers (that's what we call our students) average 1.7 years of growth in math and 1.5 years of growth in reading. Through our focus on specialized teachers, innovative technology, and regular parent engagement (including home visits) our teachers are able to meet the unique needs of each and every student we serve.

We believe truly transformative schools do more than educate students; they empower teachers, engage parents and inspire communities. Together, we can eliminate the achievement gap in our lifetime.

## 3. Project Description

Rocketship - Texas requests proposals for both a before (AM) and after school (PM) program for both Rocketship - Texas campuses located at:

- 3520 E. Berry St. Fort Worth, TX 76105
- 300 E. Loop 820 Fort Worth, TX 76112

The initial period for this contractual arrangement will be for one year, beginning August 1, 2023 through May 23, 2024. In the event Rocketship - Texas elects to facilitate a summer learning program, the contract could be extended until June 30, 2024.

Subsequent contract terms may occur in increments of 1 to 2 years. Such extensions must be agreed upon by April 30th of the final contract year or the contract will expire at the ending date of the term then in effect.

The description of the project is as follows:

Rocketship Texas desires a supervised schedule of educational activities and before/after school care for Rocketship Texas families requesting such a service. The elements of the desired educational activities are discussed within the Project Scope section. Contract award will not solely be based upon lowest bid but will be made upon best perceived value to the School, students and families utilizing the program.

It is acceptable for a Contractor to only bid for after school care only. That information will need to be explicitly stated in the bid proposal.

The ideal Contractor will have access to federal and/or grant funding to offset any out-of-pocket costs for families.

#### School Demographics

	Year 1 (22 - 23) <i>1 Campus</i>	Year 2 (23 - 24) <i>2 Campuses</i>
Socio-Economically Disadvantaged (SED)	93%	93%
English Language Learners	45%	45%
Special Education (SPED)	9%	9%

Rocketship Texas will make available the gymnasium, cafeteria, and learning lab as adequate space for the before and after school program. Other facilities, such as classroom space or other areas may be available to the program upon approval by the School Principal or Regional Director of Operations. The successful bidder shall enter into a Facility Use License Agreement with the School upon contract award, which will detail available space for this program.

The number of students participating in the program cannot exceed 250 per campus (500 Total); unless approved by the school’s principal. The Contractor will be responsible for collaborating with the School Principal (designee) or Regional Director of Operations on the program’s content and activities.

#### 4. Project Scope

The scope of the project entails:

1. The before and after school program will provide safe & structured activities for students.
2. Provide numerous opportunities for students to increase their level of understanding of academic-based concepts and recreational activities in order to develop academic, personal, and social skills including:
  - a. Homework help and mentoring
  - b. Literacy programs and projects such as storytelling, drama, and writing
  - c. Integrate arts, including arts & crafts, music & movement
  - d. Sports and recreational activities
  - e. Games and activities that are fun and challenging
  - f. Offer engaging and interesting learning experiences
  - g. Community service activities

3. Maintain regular contact with parents by partnering with the school principal to distribute newsletters, reports, and information pertaining to the before and after school programs.
4. Ensure staff are qualified, while maintaining a cooperative and supportive attitude towards students and families.
5. Adult to student ratio should not exceed 1:15
  - a. *Preferred:* At least three (3) Certified Teachers with Teacher Certification

6.

<u>Before School Program Hours</u>	<u>After School Program Hours</u>	<u>Early Release Every Thursday)**</u>
6:00am - 7:15 am (1.25 hours)	3:30pm - 6:00pm (2.5 hours)	12:00pm - 6:00pm (4 hours)

**\*\*Note: The 23 - 24 Academic Calendar approved may NOT have early release days.**

The successful bidder will be responsible for:

- Providing safe, structured, and engaging before and after school programs at minimal or no-cost to Rocketship Texas families.
- Within the proposal, include any program flyers, registration process, and rate sheet information, and sample program activities.

## 5. RFP and Project Timelines

Legal Notice/Publication of RFP	March 22, 2023
Due Date for Bidder Questions	April 6, 2023
Response to Questions**	April 7, 2023
Proposal Due Date	April 14, 2023
Notification of Award	April 28, 2023
Contract Start Date***	August 1, 2023

**\*Note:** Responses to questions from bidders regarding this RFP will be delivered and communicated to all bidders as a group versus single, individual responses to each bidder.

**\*\*\*The period of contract resulting from this RFP is scheduled to begin on or about August 1, 2023 and continue through May 24, 2024, with options to renew on a yearly basis.**

## Appendix A - Proposed 23 - 24 Academic Calendar Options

## 6. Evaluation Factors

Rocketship - Texas will use objective criteria to evaluate each proposal.

- A. In accordance with the Texas Education Code (TEC), all timely and qualifying proposals submitted, shall be evaluated by the following considerations which will be taken into account (but not limited to):
  - The purchase price;
  - The reputation of the vendor and of the vendor's goods or services;
  - The quality of the vendor's goods or services;
  - The extent to which the goods and services meet the School's needs;
  - The vendor's past relationship with other districts/schools;

- The total long-term cost to the School to acquire the vendor’s goods or services;
- For a contract for goods or services, other than goods or services related to telecommunication and information services; building construction and maintenance or instructional materials; whether the vendor or the vendor’s ultimate parent company or majority owner:
  - Has its principal business in this state; or
  - Employs at least 500 persons in this state; and
- Any other related factor specifically listed in the request for proposals.

Rocketship - Texas reserves the right to award to the bidder that presents the best value to Rocketship - Texas as determined solely by Rocketship - Texas in its absolute discretion.

## 7. Submission Guidelines and Requirements

The following submission guidelines and requirements apply to this Request for Proposal:

1. First and foremost, only qualified individuals or firms with prior experience on projects such as this should submit proposals in response to this Request for Proposal.
2. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation. All standard terms and conditions contained in this RFP below will be incorporated into any resulting contract.
3. Submission Deadline: Proposals must be received prior to **April 14, 2023** to be considered.
4. Proposals must remain valid for a period of 120 days.
5. Any modifications to the proposal must be submitted in writing prior to the submission deadline.

## 8. Proposal Submission Information

**Proposals must be submitted in PDF format only (accompanied by the EXCEL pricing sheet) via email to Chasiti McKissic at cmckissic@rsed.org. Please include “Your Company Name - “Before & After School Care” in the email subject line.**

### Attachment A: Overview & Proposal

- A brief discussion of the consultant’s/company’s history, and services offered. Write a brief statement acknowledging that they understand/commit to the work within the required time period.
- Bidders must list a minimum of 2 projects that are substantially similar to this project as part of their response, including references (names and contact information) for each. Examples of work should be provided as well.
- A price proposal must be provided. This price proposal should indicate the overall fixed price for the project as well as hourly rates and an estimated total number of hours, should Rocketship Texas decide to award a contract on an hourly rate or itemized basis. *Also include prices for maintenance, support, service and upgrades including hourly rates for services, if applicable.*
- Proposals must be signed by a representative that is authorized to commit to the bidder's company.

### Attachment B: Insurance Coverage Requirements

- Details of coverage and limits are listed herein below.
- *Rocketship Texas will be named as additional insured on certificate of insurance if the bidder is awarded a contract. Certificates to be furnished upon contract award.*

### Attachment C: Financial Statements

- The Bidder should submit as Attachment C current financial statements, preferably for the past two years, which have been audited or reviewed by a Certified Public Accountant.

Attachment D: Proposed Exceptions, Alterations, Additions, or Modifications to RFP

- Bidder should submit as Attachment D, any and all proposed exceptions, alterations, additions, or modifications.

Attachment E: Proposed Subcontractors:

- Include names, addresses and descriptions of key subcontractors which your firm would employ and a description of their relevant experience and past performance. Rocketship Texas reserves the right to approve all subcontractors that were not approved during the RFP process. Denial of a subcontractor by Rocketship Texas will NOT absolve the bidder from its performance obligations at the contracted price.

## Attachment F: Required Forms

# General Requirements

### 1. Rocketship Texas Reservations of Rights

Any proposal not providing the required information, or not conforming to the format specified in this RFP, may be disqualified on that basis.

- Rocketship Texas reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all proposals with or without cause.
- Rocketship Texas further reserves the right to waive any irregularity or informality in the RFP process or any proposal.
- Rocketship Texas further reserves the right to make corrections or amendments due to errors identified in proposals by Rocketship Texas or the bidder.
- Rocketship Texas further reserves the right to modify and/or amend the final contract in negotiation with the contractor.
- Rocketship Texas further reserves the right to select one or more bidders to perform the services.
- Rocketship Texas further reserves the right to only make renewals via written agreement between Rocketship Texas and the vendor.

### 2. Document Interpretation

In the event of any conflict of interpretation of any part of this overall document, the interpretation shall be Texas governed by the laws.

### 4. Inspections

Rocketship Texas reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of Rocketship Texas. If a bidder cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, Rocketship Texas can reject the proposal as inadequate.

### 5. Testing

Rocketship Texas reserves the right to test equipment, supplies, materials and goods proposed for quality, compliance with specifications and ability to meet the needs of Rocketship Texas. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

### 6. Invoices and Payments

The bidder(s) who is awarded the contract is required to send all invoices to Rocketship Texas's reference point of contact designated in this document, and to Accounts Payable 350 Twin Dolphin

Drive, Suite 109. Redwood City, CA 94065. Invoices shall be provided within 30 days of providing goods and/or services to Rocketship Texas.

In the event Rocketship Texas is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, Rocketship Texas may be required to perform substantial research which could result in delay of payment. Rocketship Texas will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.

#### **7. Taxes**

Rocketship Texas has filed the application to be exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, Rocketship Texas will not be responsible for payment of the taxes. The bidder awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to Rocketship Texas.

#### **8. Transition**

If an executed contract with the bidder terminates for any reason, Rocketship Texas reserves the right to have a period of time to transition the contracted goods and/or services to a new provider. Rocketship Texas further reserves the right to establish the length of the transition period and communicate this transition time period to the provider; however, such transition period shall not exceed 180 days.

#### **9. Warranties**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Bidders may not limit or exclude any implied warranties.

#### **10. Association**

Bidders may not use the Rocketship Texas official logo(s), or any phrase associated with Rocketship Texas, without the written permission from Rocketship Texas.

#### **11. Exceptions, Alterations, Additions or Modifications**

If any exceptions, alterations, additions, or modifications are submitted by the bidder to any portion of this RFP, the bidder must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the bidder of the RFP as proposed by Rocketship Texas. Rocketship Texas reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

#### **12. Proposal Preparation Costs**

All costs related to the preparation and submission of this proposal shall be paid by the bidder. Issuance of this RFP does not commit Rocketship Texas, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate Rocketship Texas to award a contract or purchase any goods and services stated in the RFP.

#### **13. Retention of Proposal Documentation**

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of Rocketship Texas.

#### **14. Modification/Withdrawal of Proposal**

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, or in person before the response date.

#### **15. Evaluation and Award**

This RFP in no manner obligates Rocketship Texas to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written

contract. Progress toward this end is solely at the discretion of Rocketship Texas and may be terminated at any time prior to the signing of the contract. Rocketship Texas may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful bidder(s).

If Rocketship Texas is unable to agree to contract terms, Rocketship Texas reserves the right to terminate contract negotiations with a bidder and initiate negotiations with another bidder. Rocketship Texas reserves the right to select services and products from any number of bidders if in its sole discretion it is in the best interest of Rocketship Texas to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of Rocketship Texas and such evaluation and determination of best value shall be solely at the discretion of Rocketship Texas.

**Purchase price is not the only criteria that will be used in the evaluation process.**

Submission of a proposal implies the bidder's acceptance of the evaluation criteria and all other terms and conditions as set forth in this RFP as well as the bidder's recognition that subjective judgments can and will be made by those individuals evaluating proposals.

**Rocketship TEXAS RESERVES THE RIGHT TO AWARD THE CONTRACT TO ONE bidder/CONTRACTOR, OR MORE THAN ONE bidder/CONTRACTOR IN ITS SOLE DISCRETION.**

**16. Non-performance by bidder/contractor**

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by Rocketship Texas on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required operating performance standards in the time period required and consistent with workmanlike manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective.";
3. Failure to keep and maintain all required insurance coverage;
4. Failure to cure deficiencies within thirty (30) days of written notification of such deficiency, or such shorter period of time as set forth in the Contract Documents.

**17. Insurance**

All bidders must provide evidence of insurance or insurability. Contractor shall maintain at its own expense throughout the life of this Agreement, the following insurance with insurers reasonably acceptable to Rocketship Texas. The successful bidder must provide written notice to Rocketship Texas at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any policies as evidenced by return receipt of United States certified mail:

(A) Workers' Compensation Insurance in the greater sum of (1) the insurance currently maintained by the Contractor, (2) any amounts and scope required by statute or other governing law, or (3) the following: (i) bodily injury by accident - \$100,000 each accident; (ii) bodily injury by disease - \$500,000 policy limit; or bodily injury by disease - \$100,000 each employee. (B) Commercial General Liability Insurance on an occurrence basis in an amount equal to the greater of (1) the insurance currently maintained by the Contractor or (2) \$2,000,000 each occurrence; and such insurance shall include the following coverage; (i) completed operations coverage, (ii) contractual liability coverage, (iii) personal injury coverage, (iv) an endorsement naming Rocketship DC, as an additional insured and a waiver of subrogation, and (v) an endorsement providing that such insurance as is afforded under Contractor's policy is primary insurance in respect to the additional insureds. NOTE: The additional insured endorsement required herein shall be an ISO Form B (CG 2010 85) or equivalent. (C) Professional insurance (Errors and Omissions) in the same amount as the Commercial General Liability Insurance stated in (B) (D) Business Automobile Liability Insurance in an amount equal to the greater of (1) the insurance currently maintained by Contractor or (2) \$1,000,000; and including the following coverages; (i) owned autos, (ii) hired or borrowed autos, (iii) non-owned autos. No endorsement limiting or excluding a required coverage is permitted. In addition to securing the above insurance policies,



Contractor shall also require all of its subcontractors to maintain the same types of insurance required of Contractor under this Contract, and, in connection with the subcontractors' commercial general liability insurance policies, Contractor shall also require its subcontractors to provide endorsements (i) naming Rocketship Texas as an additional insured a waiver of subrogation, and (ii) providing that such insurance as is afforded under the subcontractor's policy is primary insurance as it pertains to the additional insured.

### **18. Conflict of Interest**

The prospective bidder, its agents, employees, directors and/or assigns, shall disclose any financial, business or other relationship with Rocketship Texas that may have an impact upon the outcome of this contract or potential future of the Rocketship Texas projects resulting from this effort. The prospective bidder, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or Rocketship Texas projects that will follow. In particular, the prospective bidder, its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the Rocketship Texas projects.

### **19. Non discrimination**

The selected bidder shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or any other prohibited basis.

## **STANDARD TERMS & CONDITIONS**

**1.1.1. INDEMNIFICATION:** THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE SCHOOL AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "SCHOOL INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY SCHOOL INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

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

**1.1.3. Criminal Background Check:** All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must coordinate and cooperate with the School to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Vendor and any of Vendor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal

histories are prohibited from providing services to the School. The vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. The vendor shall certify to the School that all employees assigned to work under a contract have successfully passed a criminal background check, before assignment. Any person or persons not acceptable to the School shall be prohibited from working on the contract.

- 1.1.4. LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SCHOOL (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON THE SCHOOL'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. THE VENDOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS SOLICITATION AND/OR IN ANY RESULTING CONTRACT WITH THE SCHOOL SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO THE SCHOOL UNDER APPLICABLE LAW.
- 1.1.5. Assignment/Delegation:** No right or interest in this agreement shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempted assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.
- 1.1.6. Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 1.1.7. Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 1.1.8. Applicable Law:** This contract shall be governed by the policies of Rocketship's Board of Directors, laws of the State of Texas, and the Uniform Commercial Code, without regard to the conflict-of-interest principles of the State of Texas.
- 1.1.9. Record Keeping:** Rocketship, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
- 1.1.10. Equal Opportunity:** Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 1.1.11. Advertising: The Vendor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with a proper request for information from an authorized representative of the federal, state, or local government.
- 1.1.12. Legal Venue: Both parties agree that the venue for any litigation arising from the contract shall lie in Tarrant County, Texas.
- 1.1.13. Standing: Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.
- 1.1.14. Signature Authority: By submitting the Response, the Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this Response.
- 1.1.15. Terms and Conditions Attached to Response: Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

## **Appendix - Rocketship Texas 23 - 24 Academic Calendar Options**

July 2023										
Prn	St	Staff	Stu	Su	M	Tu	W	Th	F	Sa
										1
				2	3	4	5	6	7	8
16	14	11	0	9	10	11	12	13	14	15
				16	17	18	19	20	21	22
				23	24	25	26	27	28	29
				30	31					

August 2023										
Prn	St	Staff	Stu	Su	M	Tu	W	Th	F	Sa
						1	2	3	4	5
				6	7	8	9	10	11	12
23	23	23	19	13	14	15	16	17	18	19
				20	21	22	23	24	25	26
				27	28	29	30	31		

September 2023										
Prn	St	Staff	Stu	Su	M	Tu	W	Th	F	Sa
									1	2
				3	4	5	6	7	8	9
19.5	19.5	19.5	19	10	11	12	13	14	15	16
				17	18	19	20	21	22	23
				24	25	26	27	28	29	30

October 2023										
Prn	St	Staff	Stu	Su	M	Tu	W	Th	F	Sa
					1	2	3	4	5	6
				8	9	10	11	12	13	14
21.5	21.5	21.5	20	15	16	17	18	19	20	21
				22	23	24	25	26	27	28
				29	30	31				

November 2023										
Prn	St	Staff	Stu	Su	M	Tu	W	Th	F	Sa
									1	2
				5	6	7	8	9	10	11
17	17	17	16	12	13	14	15	16	17	18
				19	20	21	22	23	24	25
				26	27	28	29	30		

December 2023										
Prn	St	Staff	Stu	Su	M	Tu	W	Th	F	Sa
									1	2
				3	4	5	6	7	8	9
15	15	14	14	10	11	12	13	14	15	16
				17	18	19	20	21	22	23
				24	25	26	27	28	29	30
				31						

July						
3-7 RIX Schools & Offices Closure (SL Break)						
10-11 Principal Only						
12-17 School Leaders PD						
17-31 Staff PD						

August						
1-4 Staff PD						
7 First Day of School						

1st Six Weeks: Aug. 7 - Sept. 15 (29 days)

September						
4 Labor Day (Staff & Student Holiday)						
25 Staff PD Day 9:00 - 12:00 (Student Holiday)						
28 Staff Pkx Time 12:00 - 4:00 (Student Holiday)						

2nd Six Weeks: Sept. 18 - Nov. 3 (32 days)

October						
9 Dolores Huerta and Cesar Chavez (Student Holiday)						
9 RIX Day of Service: Leaders required; staff optional 1:00-4:00pm						
9 Parent-teacher Conference 8:00 - 11:30 am						
10 Parent-teacher Conference 4:30pm - 7:30pm						
10 Staff PD Day (Student Holiday)						

November						
17 Full Day Staff PD (Student Holiday)						
20-24 RIX Schools & Offices Closure (Student Holiday)						

3rd Six Weeks: Nov 6 - Dec. 20 (27 days)

December						
21 School Leaders PD (Student Holiday)						
21 Staff Wellness Day (Student Holiday)						
22-29 RIX Schools & Offices Closure						

3rd Six Weeks: Nov 6 - Dec. 20 (27 days)

January 2024									
				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 2024							
					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 2024							
						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 2024									
				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 2024								
					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 2024							
							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							

January						
1 New Year Day (RIX Schools & Offices Closure)						
3 Staff Wellness Day (Optional Trip Day) (Leaders optional)						
4-5 Staff PD & Data Day						
15 MLK Holiday (Staff & Student Holiday)						
15 RIX Day of Service: Leaders required; staff optional						
4th Six Weeks: Jan 8 - Feb. 19 (28 days)						

February						
9 Parent-teacher Conference 4:30pm - 7:30pm (Student Holiday) Parent-teacher Conference 8:00 - 11:30 - Staff Pkx Time 1:00 - 4:00						
19 President's Day (Staff & Students) Holiday						

5th Six Weeks: Feb. 20 - April 5 (26 days)

March						
5 Staff PD Day (Student Holiday)						
11-15 Spring Break						
22 Good Friday (Staff & Student) Holiday						

April						
1 Staff Wellness Day (Student Holiday)						
6th Six Weeks: April 8 - May 23 (34 days)						

May						
23 Last Day of School						
24 Staff Closeout Day						
27 RIX Schools & Offices Closure						
28-31 School Leaders Break (Excluding Principals)						

June						
10 RIX Schools & Offices Closure						
3-21 School Leaders Learning						
19 Juneteenth						
24-28 School Leaders Break (All)						

July 2023					
Prn	SL	Staff	Full	v	1/2
16	14	11	0	0	

July						
Su	M	Tu	W	Th	F	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						
Su	M	Tu	W	Th	F	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

September						
Su	M	Tu	W	Th	F	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	

October						
Su	M	Tu	W	Th	F	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

November						
Su	M	Tu	W	Th	F	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						
Su	M	Tu	W	Th	F	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 2023					
Prn	SL	Staff	Full	v	1/2
23	23	23	16	3	

September 2023					
Prn	SL	Staff	Full	v	1/2
19.5	19.5	19.5	15	4	

October 2023					
Prn	SL	Staff	Full	v	1/2
21.5	21.5	21.5	17	4	

November 2023					
Prn	SL	Staff	Full	v	1/2
17	17	17	13	4	

December 2023					
Prn	SL	Staff	Full	v	1/2
15	15	14	12	2	

January 2024						
Su	M	Tu	W	Th	F	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 2024						
Su	M	Tu	W	Th	F	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		

March 2024						
Su	M	Tu	W	Th	F	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 2024						
Su	M	Tu	W	Th	F	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 2024						
Su	M	Tu	W	Th	F	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 2024						
Su	M	Tu	W	Th	F	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					
Prn	SL	Staff	Full	v	1/2
1					
3					
4-5					
15					
15					

February					
Prn	SL	Staff	Full	v	1/2
1					
2					
2					
19					
5th Six Weeks: Feb. 20 - April 5 (27 days)					

March					
Prn	SL	Staff	Full	v	1/2
11-15					
22					
15	15	15	12	3	

April					
Prn	SL	Staff	Full	v	1/2
1					
6th Six Weeks: April 8 - May 23 (24 days)					
21	21	21	17	4	

May					
Prn	SL	Staff	Full	v	1/2
23					
24					
27					
28-31					
6th Six Weeks: April 8 - May 23 (24 days)					
22	18	18	13	4	

June					
Prn	SL	Staff	Full	v	1/2
12					
24-28					
14	14	0	0	0	

## **Attachment F – REQUIRED FORMS**

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

**ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor Information
3. Attachment C – Vendor Certification
4. Attachment D – Proof of Insurance
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Conflict of Interest Form CIQ
7. Attachment G – Equal Opportunity and Nondiscrimination
8. Attachment H – Criminal History Certification
9. Attachment I– Reference Sheet

**Attachment A – Title Page**

A Proposal Submitted in Response to

Rocketship Public Schools Texas

Attn: Chasiti McKissic

Re: Before & After School Program  
Services

Submitted By:

---

(Full Legal Name of

Vendor) On:

---

(Date of Submission)

**Attachment B – Vendor Information**

Enter Vendor’s name and address below.

1. Vendor Name: \_\_\_\_\_

2. Street Address: \_\_\_\_\_

3. City, State, and Zip Code: \_\_\_\_\_

4. Federal ID# or Social Security Number: \_\_\_\_\_

Additional Requirements:

Proposal must include name and Social Security Number of each person with at least 25% ownership of Vendor.

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_



**Attachment C – Vendor Certification**

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

Signature of Authorized Agent: \_\_\_\_\_

Printed Name and Title of Agent: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

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

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

Contact Person: \_\_\_\_\_

Email Address (if applicable): \_\_\_\_\_

Web Site Address (if applicable): \_\_\_\_\_

**Attachment D – Proof of Insurance**

*Please provide proof of insurance.*

## Attachment E – Certification Regarding Drug-Free Workplace

*This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).*

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

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of Vendor's policy statement.
- Notifying the employees through Vendor's policy statement that as a condition of services to the School, employees shall abide by the terms of the policy statement and notifying Vendor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying the School within ten (10) days of Vendor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

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Vendor Name

---

Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## **Attachment F – Conflict of Interest Form CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their proposal. The Conflict of Interest Form CIQ can be found at the following link:

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

## **Attachment G – Equal Opportunity and Nondiscrimination**

Vendor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

### **EEO Laws, Rules, Guidelines, Regulations**

Vendor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

---

Vendor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## **Attachment H – Criminal History Review of Contractor Employees**

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

### **Definitions:**

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

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

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

All contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.

**CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for [REDACTED] ("Contractor"), certify that [check one]:

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

Or

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

1. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
2. Upon request, Contractor 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.
3. If the School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to the School.
4. 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 Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Contractor Official

\_\_\_\_\_  
Date



**Attachment I – Reference Sheet**

Please list a minimum of three references of agencies (governments, charter schools or ISDs) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas agencies are preferred:

1

---

COMPANY NAME OR CONTACT PERSON

---

STREET ADDRESS

CITY

STATE

ZIP

---

CONTACT PERSON

TELEPHONE NUMBER

---

PRODUCTS/SERVICES USED

---

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER  
COMMUNITIES IN SIMILAR TYPE OF WORK

---

2

---

COMPANY NAME OR CONTACT PERSON

---

STREET ADDRESS

CITY

STATE

ZIP

---

CONTACT PERSON

TELEPHONE NUMBER

---

PRODUCTS/SERVICES USED

---

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER  
COMMUNITIES IN SIMILAR TYPE OF WORK

---



3

---

COMPANY NAME OR CONTACT PERSON

---

STREET ADDRESS

CITY

STATE

ZIP

---

CONTACT PERSON

TELEPHONE NUMBER

---

PRODUCTS/SERVICES USED

---

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER  
COMMUNITIES IN SIMILAR TYPE OF WORK

---