



International Leadership of Texas, Inc.

January 26, 2022 Regular Board Meeting

Date and Time

Wednesday January 26, 2022 at 6:45 PM CST

Board of Directors of International Leadership of Texas

Meeting Notice & Mission Statement

In compliance with the Texas Open Meetings Act, the Texas Government Code, Chapter 551, timely public advance written notice (at least 72 hours before the scheduled time of the meeting) is given of the subjects to be considered by the Board of Directors of International Leadership of Texas (the "Board") and the Board will convene a Regular Open Meeting of the Board of Directors of International Leadership of Texas on the date and time set forth herein.

International Leadership of Texas Board of Directors will be holding its regularly scheduled public board meeting at the date and time noticed above. Members of the public will be able to watch the meeting via the link <https://zoom.us/j/801651349> or by a link that will be posted on the ILTexas.org website (click the button "Board Meetings" to view any updates to this Notice).

If you would like to sign up to speak at the meeting, please send your name to board@iltexas.org, 24-Hours in advance of the noticed Meeting time so that we will be able to promote you to a panelist, which will allow you to speak with our board members.

It is the intent of the Board to have a quorum physically present at the above address. Board members not physically present may participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act. If a quorum of the Board cannot be physically present at the above address, it is the intent to have the presiding officer physically present at the above address.

The Board hereby certifies that this notice was posted on a bulletin board or on something akin thereto or at a place readily accessible and convenient to the public at 1651 N. Glenville Dr., #216, Richardson, TX 75081, as well as online at www.ILTexas.org. And that the meeting will be accessible at the address listed immediately above. The items on this Agenda may be taken in any order. The mission of ILTexas is to prepare students for exceptional leadership roles in the international

community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Finn Simmenssen, For ILTexas' Board

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:45 PM
Opening Items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
II. Approve Minutes of Prior Meetings			
A. APPROVE MINUTES OF DECEMBER 15, 2021 REGULAR BOARD MEETING	Approve Minutes		
III. Public Speakers			
Board Services			
IV. Superintendent-CEO Report and Information Items			
A. SUPERINTENDENT-CEO REPORT	FYI	Eddie Conger	
B. SCHOOL LEADERSHIP REPORT	FYI	Dr. Thomas Seaberry	
C. DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT SERVICES REPORT	FYI	Dr. Laura Carrasco	
D. CHIEF ADMINISTRATIVE OFFICER REPORT	FYI	Jerry McCreight	
V. BOARD COMMITTEE REPORTS			
A. REPORT FROM FINANCE AND AUDIT COMMITTEE	Discuss	Tracy Cox	
B. REPORT FROM NOMINATION COMMITTEE	Discuss	Dr. Lynne Beach	
VI. Executive Session			
A. AUTHORIZATION	FYI		
<p>Closed Session for Any and All Reasons Permissible by Texas Law, including, but not limited to, Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.075, 551.076, 551.082, 551.083, 551.084, pertaining to any item listed on this agenda, as permitted by applicable law.</p>			
B. CONSULT WITH ATTORNEY PURSUANT TO GOVERNMENT CODE 551.071	Discuss		

Cover Sheet

APPROVE MINUTES OF DECEMBER 15, 2021 REGULAR BOARD MEETING

Section: II. Approve Minutes of Prior Meetings
Item: A. APPROVE MINUTES OF DECEMBER 15, 2021 REGULAR BOARD MEETING
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for December 15, 2021 Regular Board Meeting and Charter FIRST Presentation on December 15, 2021



International Leadership of Texas, Inc.

Minutes

December 15, 2021 Regular Board Meeting and Charter FIRST Presentation

Date and Time

Wednesday December 15, 2021 at 6:00 PM

Board of Directors of International Leadership of Texas

Meeting Notice & Mission Statement

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www.ILTexas.org. And that the meeting will be accessible at the address listed immediately above. The items on this Agenda may be taken in any order. The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Finn Simmensen, For ILTexas' Board

Directors Present

Dr. Lynne Beach (remote), Major General James Williams, PETER GUDMUNDSSON, Soner Tarim (remote), Tracy Cox (remote)

Directors Absent

Gabriela Smith

Directors who arrived after the meeting opened

Dr. Lynne Beach

Guests Present

Aaron Thorson, Angela Marcellus, Charles Klein, Dr. Thomas Seaberry, Eddie Conger, Elayne Dunn, Finn Simmensen, James Dworkin, James T. (Tim) Brightman, Jerry McCreight, Joseph Hoffer (remote), Kayla Nations-Perkins, Royce Dunn

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Major General James Williams called a meeting of the board of directors of International Leadership of Texas, Inc. to order on Wednesday Dec 15, 2021 at 6:00 PM.

II. Annual Presentation and Public Hearing of Charter FIRST Report

A. CALL TO ORDER

MajGen. Williams called the Presentation to order at 6:02 p.m.

B. PRESENTATION OF FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST) REPORT

CFO James Dworkin presented the Charter FIRST Report.

C. ADJOURN CHARTER FIRST REPORT PRESENTATION AND PUBLIC HEARING

MajGen Williams adjourned the presentation at 6:07 p.m.

III. Approve Minutes of Prior Meetings

A. APPROVE MINUTES OF DECEMBER 1, 2021 SPECIAL BOARD MEETING

PETER GUDMUNDSSON made a motion to approve the minutes from December 1, 2021 Special Board Meeting on 12-01-21.

Soner Tarim seconded the motion.

The board **VOTED** unanimously to approve the motion.

IV. Public Speakers

A. Guests speaking, if any

Royce Dunn addressed the Board.

Elayne Dunn addressed the Board.

V. Superintendent-CEO Report and Information Items

A. SUPERINTENDENT-CEO REPORT

Superintendent-CEO Eddie Conger reported to the Board.

Chief of Development, International Relations and Alumni Affairs Angela

Marcellus, Director of Chinese Xiaoyan Wang and Director of International

Programs Basma Yacoub briefed the Board on recent meetings with U.S. and

Chinese officials and meetings in South Korea related to the ILTexas international

and Chinese Language programs.

B. SCHOOL LEADERSHIP REPORT

Deputy Superintendent of School Leadership Dr. Thomas Seaberry reported to the Board.

Subject matter provided by the Deputy Superintendent of Academics and Student Services was discussed.

Dr. Lynne Beach arrived.

C. DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT SERVICES REPORT

D. CHIEF ADMINISTRATIVE OFFICER REPORT

Chief Administrative Officer Jerry McCreight reported to the Board on new hires and authorized positions.

VI. BOARD COMMITTEE REPORTS

A. REPORT FROM FINANCE AND AUDIT COMMITTEE

Board Member Tracy Cox reported.

B. REPORT FROM NOMINATION COMMITTEE

Board Member Dr. Lynne Beach reported.

VII. Executive Session

A. AUTHORIZATION

B. CONSULT WITH ATTORNEY PURSUANT TO GOVERNMENT CODE 551.071

The Board entered Executive Session at 6:55 p.m. and returned to Open Session at 8:56 p.m., having conducted no votes and having made no decisions while in Executive Session.

VIII. CONSENT AGENDA

A. CONSENT AGENDA ITEMS -- SINGLE VOTE UNLESS OTHERWISE SPECIFIED

PETER GUDMUNDSSON made a motion to approve the Consent Agenda.
Dr. Lynne Beach seconded the motion.
The board **VOTED** unanimously to approve the motion.

IX. Board Items for Discussion/Action

A. CONSIDER/ACT ON NOVEMBER, 2021 FINANCIAL REPORT

PETER GUDMUNDSSON made a motion to approve the November, 2021 Financial Report.
Tracy Cox seconded the motion.
CFO James Dworkin reported to the Board.
The board **VOTED** unanimously to approve the motion.

B. CONSIDER/ACT ON GRADUATION RANKING POLICY

Tracy Cox made a motion to adopt the policy.
PETER GUDMUNDSSON seconded the motion.
Deputy Superintendent of School Leadership Dr. Thomas Seaberry briefed the Board on the proposed policy.
The board **VOTED** unanimously to approve the motion.

C. CONSIDER/ACT ON SUPERINTENDENT EVALUATION, COMPENSATION AND CONTRACT

Dr. Lynne Beach made a motion to approve the evaluation, compensation and contract.
PETER GUDMUNDSSON seconded the motion.
The board **VOTED** unanimously to approve the motion.

X. Closing Items

A. Adjourn Meeting

Dr. Lynne Beach made a motion to adjourn.
Tracy Cox seconded the motion.
The board **VOTED** unanimously to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:15 PM.

Respectfully Submitted,
Finn Simmens

Documents used during the meeting

- 057848 First Detail 2020-2021.pdf

- 057848 Indicator 13.pdf
- Charter FIRST 2020+ Rules.pdf
- First Rating Schools 2020-2021c.pdf
- official-notification-of-the-2020-2021-release-of-final-first-ratings.pdf
- D.C. Trip Debriefv3.pdf
- D.C. Trip Debriefv3.pptx
- Korea Trip Plan PPT Debrief final.pdf
- Academic Board Report, Dec 2021 12-15 7 pp.pdf
- Board Notification 12.15.2021 (1).pdf
- Board Notification 12.15.2021 (1).pdf
- Board Report 12.15.2021.pdf
- Board Report 12.15.2021.pdf
- Lease Agreement - International Leadership of Texas (1901 State Hwy 360 - Suite 335) December 2021.pdf
- Lease Proposal - International Leadership of Texas (Tower 360).doc
- Board Financial 2021-11b.pdf
- Board Financial Dashboard 2021-11a.pdf
- Board Presentation_ Early Graduation and Class Rank.pptx.pdf

Cover Sheet

DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT SERVICES REPORT

Section: IV. Superintendent-CEO Report and Information Items
Item: C. DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT
SERVICES REPORT
Purpose: FYI
Submitted by:
Related Material: Academic Board Report, Jan 2022.pdf
DRAFT 2022-2023 Calendar .pdf

ILTexas Academic Board Report

January 26, 2022

Presented by: Dr. Laura Carrasco
Deputy Superintendent of Academics & Student Services



2021-2022 ILTexas Priorities:

Increase capacity of principals/APs as instructional leaders (w Dr. Seaberry as lead):

- a) Instructional Leadership Professional Development (PD)
- b) Observation/ Feedback Support & Instructional Rounds
- c) Clarity/follow through with academic non-negotiables, roles & responsibilities (campus-area-HQ)

Improve Tier 1 Instruction:

- a) High Quality Instructional Materials (HQIM)/ Lesson Plans
- b) Improved Instruction: i) Intellectual Preparation Process (IPP) during Professional Learning Communities (PLC), ii) PD from Deans/ICs during PLC time around our ILTexas scope and sequence & iii) Coaching Observation Feedback efficacy
- c) Improve fidelity to DLI program implementation
- d) Ensure special populations have the supports they need

System for Multi-Tiered Systems of Support (MTSS):

- a) Improve Access to Tier 2 Diagnostics/Diagnostic Data Analysis & clarity of available academic and behavior interventions
- b) Ensure campuses have a system for tracking and monitoring MTSS
- c) Reading & Math Accelerated Learning (w/ weekly implementation data)

What actions did we take during Cycle 1?



During Cycle 1 we focused on building systems to support teachers and coaches in the intellectual prep process so that they would be able to execute the Eureka curriculum effectively. While we have taken portions of our plan up to scale charterwide, we have prioritized the needs (and feedback) of our 4 priority campuses.

We supported the systems of the intellectual prep process in the following ways:

- Facilitated 3 kickoff PD sessions focused on lesson- and module-level IPP
- Observed and offered feedback on 8 PLC's
- Created protocols, exemplars and rubrics
- Facilitated bi-weekly meetings with school teams to gain insight on areas of need, celebrate wins and elevate trends
- Met with our core team weekly to think through needed structures and follow up throughout the cycle

We collected 4 data points to evaluate our progress

- MAP data
- Survey data
- Eureka EOM data
- Observation data

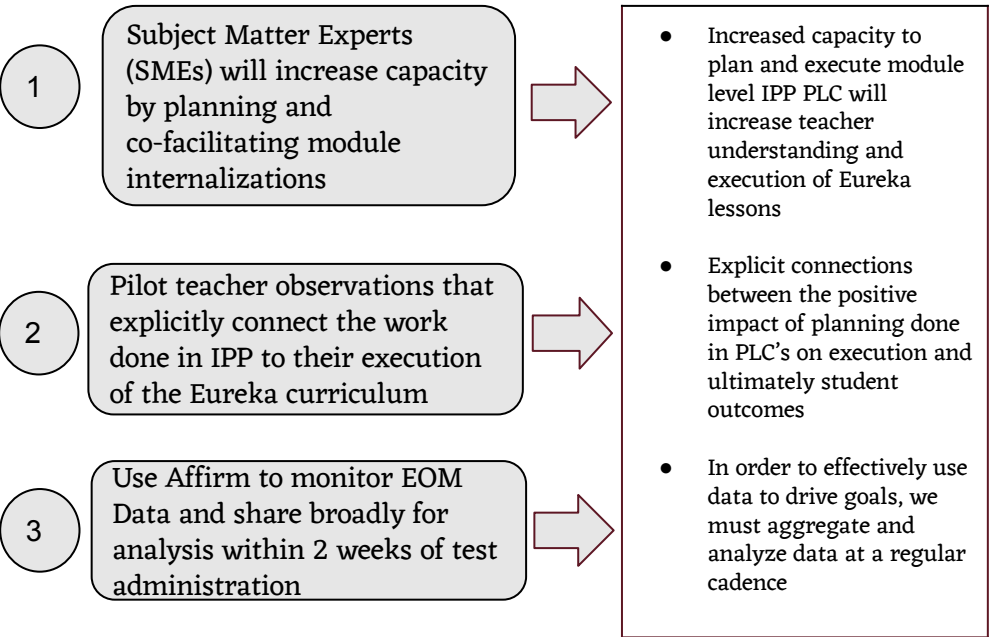


What are changes to cycle 2?

Shift

Impact

Results



Goal	
100% of IPP Facilitators will agree or strongly agree that they are equipped with the knowledge and skills to facilitate the intellectual prep protocol	
100% of IPP facilitators will agree or strongly agree that IPP has a positive impact on teacher execution and student outcomes	
85% of IPPs observed will meet or exceed expectations on our IPP Rubric	
We will increase the % of teachers who agree or strongly agree that IPP has a positive impact on teacher execution and student outcomes from 57% to 85%	
40% of 3rd grade students, 35% of 4th grade students, and 46% of 5th grade students will score 'meets' or 'masters' on the End of Module assessments; ELLs in grades 3-5 will meet or exceed grade level averages	
ELL students will exceed the GenEd average on end of module assessment	
Observe 8 teachers to calibrate IPP-aligned lesson observation tool	

2022-2023 DRAFT Academic Calendar

ILTexas **DRAFT** 2022-2023 Academic Calendar

Blue= Student Holiday/Teacher Work Day | Red= Student & Teacher Holiday | Green= Opportunity for Tutoring/Accelerated Instruction for a Select Group of Students

Note:

July 18-22 International Teacher Orientation
July 25-29 New Teacher Induction

August 1-5, 8-10 PD Days
August 11 First Day of School/Cycle 1

AUGUST 2022						
S	M	T	W	Th	F	S
	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 2023						
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19	20	21	22	23	24	25
26	27	28				

February 16 Last Day of Cycle 4
February 17 Data Day Cycle 4
February 20 Charterwide PD Day 2 of 2
February 21 First Day of Cycle 5

Sept 5 Student & Staff Holiday:
Labor Day
Sept 16 Last Day of Cycle 1
Sept 19 Data Day Cycle 1

SEPTEMBER 2022						
S	M	T	W	Th	F	S
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MARCH 2023						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

March 13-17 Spring Break (subject to change)

October 7 Charterwide PD Day 1 of 2
October 10 Student & Teacher Holiday
October 11 Parent Teacher Conferences
October 28 Last Day of Cycle 2

OCTOBER 2022						
S	M	T	W	Th	F	S
						1

APRIL 2023						
S	M	T	W	Th	F	S
						1

April 6 Last Day of Cycle 5
April 7: Student/Teacher Holiday/Bad Weather Day #1
April 10 Data Day Cycle 5





Thank you! ¡Gracias! 谢谢!

ILTexas **DRAFT** 2022-2023 Academic Calendar

Blue= Student Holiday/Teacher Work Day | Red= Student & Teacher Holiday | Green= Opportunity for Tutoring/Accelerated Instruction for a Select Group of Students

Note:
July 18-22 International Teacher Orientation
July 25-29 New Teacher Induction

August 1-5, 8-10 PD Days
August 11 First Day of School/Cycle 1

AUGUST 2022						
S	M	T	W	Th	F	S
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28	29	30	31			

FEBRUARY 2023						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

February 16 Last Day of Cycle 4
February 17 Data Day Cycle 4
February 20 Charterwide PD Day 2 of 2
February 21 First Day of Cycle 5

Sept 5 Student & Staff Holiday:
Labor Day
Sept 16 Last Day of Cycle 1
Sept 19 Data Day Cycle 1

SEPTEMBER 2022						
S	M	T	W	Th	F	S
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MARCH 2023						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

March 13-17 Spring Break (subject to change)

October 7 Charterwide PD Day 1 of 2
October 10 Student & Teacher Holiday
October 11 Parent Teacher Conferences
October 28 Last Day of Cycle 2
October 31 Data Day Cycle 2

OCTOBER 2022						
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APRIL 2023						
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23	24	25	26	27	28	29
30						

April 6 Last Day of Cycle 5
April 7: Student/Teacher Holiday/Bad Weather Day #1
April 10 Data Day Cycle 5
April 11 First Day of Cycle 6

November 1 First day of Cycle 2
November 21-25 Thanksgiving Break
[Nov 21-22: Opportunities for Tutoring/Accelerated Instruction for a select number of students]

NOVEMBER 2022						
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MAY 2023						
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21	22	23	24	25	26	27
28	29	30	31			

May 19 Last Day of School/Cycle 6/Semester 2
May 22 Data Day 6/Bad Weather Day #2
May 29 Memorial Day

December 16 Last Day of Cycle 3/Semester 1

December 19-30 Winter Break
[Dec 19-20: Opportunities for Tutoring/Accelerated Instruction for a select number of students]]

DECEMBER 2022						
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25	26	27	28	29	30	31

JUNE 2023						
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25	26	27	28	29	30	

June 1-15 Summer School for a select number of students

Charter closed from June 16-July 17

January 2 Data Day Cycle 3/Semester 1
January 3 First Day of Cycle 4/ Semester 2
January 16 Student & Teacher Holiday

JANUARY 2023						
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22	23	24	25	26	27	28
29	30	31				

JULY 2023						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Regular Hours Resume July 18.

Notes:
Cycle 1- 26 Days, Cycle 2- 26 Days, Cycle 3- 29 Days Semester 1: 81 Days 170 Instructional Days + 17 PD Days = 187 LOA Days
Cycle 4- 32 Days, Cycle 5- 28 Days, Cycle 6- 29 Days Semester 2: 89 Days K-3rd: 79,050; 4-8th: 81,600; 9-12th: 84,320 Instructional Minutes [75,600 Required]

Cover Sheet

CHIEF ADMINISTRATIVE OFFICER REPORT

Section:	IV. Superintendent-CEO Report and Information Items
Item:	D. CHIEF ADMINISTRATIVE OFFICER REPORT
Purpose:	FYI
Submitted by:	
Related Material:	Board Notification 01.26.2022.pdf Board Report 01.26.2022.pdf



INTERNATIONAL LEADERSHIP OF TEXAS

**Faculty and Support Staff New Hires
Subsequent to December 15, 2021
For Board Notification on January 26, 2022**

NEW HIRES FOR THE 21/22 SCHOOL YEAR			
Position	Assignment	Building	Start Date
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	01/04/2022
LIBRARIAN	MEDIA SPECIALIST	COLLEGE STATION ELEMENTARY	01/14/2022
PROF - CAMPUS	ARD FACILITATOR	AREA OFFICE TARRANT	01/24/2022
TEACHER	HIGH	WINDMILL LAKES HIGH	01/04/2022
TEACHER	ELEMENTARY	LANCASTER ELEMENTARY	01/04/2022
TEACHER	HIGH	KELLER HIGH	01/06/2022
TEACHER	HIGH	GARLAND HIGH	01/04/2022
TEACHER	HIGH	GARLAND HIGH	01/04/2022
PARA - CAMPUS	INSTRUCTIONAL AIDE	SAGINAW ELEMENTARY	01/05/2022
TEACHER	MIDDLE	EAST FT WORTH ELEMENTARY	01/05/2022
PARA - DISTRICT	HR STAFFING SPECIALIST	HEADQUARTERS	01/24/2022
PROF - DISTRICT	STUDENT RECRUITER	HEADQUARTERS	01/04/2022
TEACHER	MIDDLE	GRAND PRAIRIE MIDDLE	01/04/2022
PROF - DISTRICT	FACILITATOR	HEADQUARTERS	01/18/2022
PARA - DISTRICT	HR STAFFING SPECIALIST	HEADQUARTERS	01/05/2022
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	01/04/2022
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	01/05/2022
TEACHER	PFC	EAST FT WORTH ELEMENTARY	01/20/2022
TEACHER	MIDDLE	GRAND PRAIRIE ELEMENTARY	01/14/2022
TEACHER	ELEMENTARY	GRAND PRAIRIE ELEMENTARY	01/24/2022
AUX - TRANSPORTATION	BUS DRIVER	AREA OFFICE DALLAS	01/05/2022
PARA - CAMPUS	INSTRUCTIONAL AIDE	SAGINAW ELEMENTARY	01/04/2022
TEACHER	HIGH	KATY/WESTPARK HIGH	01/04/2022
TEACHER	HIGH	GARLAND HIGH	01/10/2022
TEACHER	MIDDLE	GRAND PRAIRIE MIDDLE	01/18/2022
PROF - DISTRICT	CRISIS COUNSELOR	HEADQUARTERS	01/04/2022
TEACHER	MIDDLE	GRAND PRAIRIE MIDDLE	01/06/2022
TEACHER	HIGH	KELLER HIGH	01/19/2022

Total employees hired subsequent to 12/15/2021: 28

Total Employee Count for 21/22 SY: 2,259

All employees are contingent upon Fingerprint and HR Clearance.



INTERNATIONAL LEADERSHIP OF TEXAS

Authorized Position Report**January 26, 2021****21/22 SCHOOL YEAR**

Position	# Positions	Positions Filled	Available FTE	Pending	Unfilled
AUX - FOOD SERVICE	20	13	7		7
AUX - MAINTENANCE	34	32	2		2
AUX - TRANSPORTATION	29	26	3		3
COUNSELOR	54	46	8		8
LIBRARIAN/MEDIA	20	20	-		-
NURSE	17	17	-		-
PARA - CAMPUS - INSTRUCTIONAL AIDE	311	229	82	8	74
PARA - CAMPUS - FRONT OFFICE	130	118	12	4	8
PARA - DISTRICT	71	64	7	2	5
PROF - CAMPUS	45	36	9	5	4
PROF - CAMPUS ADMIN	91	89	2		2
PROF - DISTRICT	203	180	23		23
SLP	13	10	3		3
SUPERINTENDENT	1	1	-		-
TEMPS	3	1	2		2
TEACHER	1,447	1,377	70	15	55
Total	2,489	2,259	230	34	196

Cover Sheet

CONSENT AGENDA ITEMS -- SINGLE VOTE UNLESS OTHERWISE SPECIFIED

Section: VII. CONSENT AGENDA
Item: A. CONSENT AGENDA ITEMS -- SINGLE VOTE UNLESS
OTHERWISE SPECIFIED
Purpose: Vote
Submitted by:
Related Material:
RFQ 22-0002 for Technology Design Services 1.13.22.pdf
RFQ 22-0003 for Engineering MEP Inspection Services 1.13.22.pdf

International Leadership of Texas NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ 22-0002 FOR TECHNOLOGY DESIGN SERVICES

Closing Date & Time:
January 21, 2022
2:00PM

Contact Information:
Charles Klein
Email: cklein@iltexas.org;
construction@iltexas.org
Tel: (972) 479-9078
Fax: (972) 479-9129
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Request Issued By:
International Leadership
of Texas
(The School or Charter)

Contract Period: Not
Applicable. Submittals
will be evaluated after
receipt.

Date of Publication:
January 13, 2022

Purpose of Request for Qualifications

Technology Design Services are required for one new B.G. Ramirez K-8 school building and/or a number of other school buildings for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified technology firm for its 2021-2022 and 2022-2023 **K-8 and HS School Buildings Projects**.

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 RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ 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 School 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.

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

STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
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 a 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, a vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) 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. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, 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 in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **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.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **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.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed by contacting the School.
17. **ADVERTISING:** 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 proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
20. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the School, for convenience.

**TECHNOLOGY DESIGN SERVICES RFQ
SPECIFIC TERMS, CONDITIONS AND
INSTRUCTIONS**

1. **SCOPE OF PROJECT:** International Leadership of Texas (the “School”), a Texas open–enrollment charter school, issues this RFQ for Technology Design Services in order to select the most highly qualified firm to provide the needed services for its 2021-2022 and 2022-2023 K-8 and HS School Buildings Projects.
2. **TYPE AND TERM OF CONTRACT:** This is a request for qualifications under which the School may create and maintain a pool of qualified consultants. There is no contract term for this offering.
3. **SCOPE OF SERVICES REQUIRED:** Technology Design Services for the new B.G. Ramirez K-8 Project in New Caney, Texas and/or up to eight (8) additional projects, including but not limited to, the following:
 - **See Appendix “A” for an overall view of the comprehensive Technology Design Services request.**
 - **Coordinate with charter school officials and consultants on technology design standards and deployment of all technology acquisitions, with technology vendors, negotiation of code compliance issues with local governments, and additional assistance as needed for the charter school to meet local government guidelines when necessary.**
 - **Oversee technology deployment of design services of B.G. Ramirez K-8 charter school in the State of Texas to be opened Aug. 2022 and/or potentially up to eight (8) other projects.**
4. **PROPOSAL EVALUATION:** Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent’s ability to deliver the architectural services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Cost or price-related evaluation factors will not be included in step one. At the conclusion of step one, the School will compare submittals in order to create a rank-ordering of firms to identify the most highly qualified. Upon approval of the ranking, negotiations may begin in order to reach a contractual agreement for the required services.
 - a. **Evaluation Criteria:**
 - i. **Business Organization/Capabilities – 30%**
 - ii. **Experience with school technology design/construction services – 10%**
 - iii. **Experience with Charter School design/construction – 20%**
 - iv. **Personnel Assigned to Project – 20%**
 - v. **Client References – 20%**
5. **SCHEDULE OF IMPORTANT DATES**
 - a. **January 21, 2022, 2:00pm – RFQ due via e-mail to *construction@iltexas.org*, *purchasing@iltexas.org*, and *cklein@iltexas.org*.**
 - b. **January 24-25, 2022 – Interviews with finalists (Block these days for potential interviews)**
 - c. **January 25-26, 2022 – Ranking of submissions and selection of firm**
6. **PROPOSAL INQUIRIES:** Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax, or e-mail. Inquiries by telephone will not be accepted.
7. **PROPOSAL SUBMISSION: Submit (by e-mail) a .PDF file of each Proposal to *construction@iltexas.org*, *purchasing@iltexas.org*, and *cklein@iltexas.org*. To properly process the submission containing your response, it shall include the following in the Subject line, and it is highly recommended that a Return Receipt be Requested:**

**TECHNOLOGY DESIGN SERVICES 22-0002
OPEN UPON RECEIPT**

FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Please address each of the following sections in your statement of qualifications. Your submittal should be submitted with tabs dividing each section of the response.

Responses shall contain the following information and be submitted in the order shown below.

1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your firm uniquely qualified to perform Architectural Services, including any superior qualities; and signature of an authorized officer of the Firm who has legal authority in such matters.

2) GENERAL INFORMATION

a) Provide General information for your Firm.

Firm Name _____

Address _____

City _____ State _____ Zip _____

b) Contact Person(s) – limited to two persons per firm/application

Contact No.1

Name _____

Title _____

Telephone _____ Fax _____

Internet/E-mail address _____

Contact No. 2

Name _____

Title _____

Telephone _____ Fax _____

Internet/Email address _____

c) Type of organization:

_____ Sole proprietorship (individual)

_____ Partnership

_____ Professional corporation

_____ Corporation

_____ Joint venture

_____ other _____

3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached below)

4) FIRM BACKGROUND AND STAFF

Year present firm established _____

Name of parent company, if any _____

Address _____

List principals of firm _____

Former company name(s), if any, and year(s) established:

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Number of employees in firm locally: _____

Total of employees in firm (all office locations): _____

Who will be your designated representative assigned to the School?

Who is the senior member of the firm assigned to the School?

Number of persons with firm: _____

5) INSURANCE REQUIREMENTS

- a) The Charter requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.
- b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Provide a sample certificate of insurance.

6) CLAIMS

Identify all building projects within the past five (5) years on which Firm, or Firm’s agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. “Claim” means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Firm or consultant, and contractor, whether Firm, or Firm’s agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

7) PERSONNEL QUALIFICATIONS

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

8) ORGANIZATIONAL CHART

Organizational chart, proposed schedule, and summary report reflecting the respondent’s approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

9) CURRENT CLIENTS/CURRENT PROJECTS

a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	High Schools			
D.	Administrative/Support Facilities			
E.	Athletic Facilities/Gyms/Field Houses			
F.	Specialized Educational Facilities			
G.	Charter School Facilities			
H.				
I.				

b) All projects of any type currently in progress and the name and phone number of the owner’s representative

i) Project _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

ii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

iii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

10) COMPLETED PROJECTS/EXPERIENCE PROFILE

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	High Schools			
D.	Administrative/Support Facilities			
E.	Athletic Facilities/Gyms/Field Houses			
F.	Specialized Educational Facilities			
G.	Charter School Facilities			
H.				
I.				

b) State number of firm’s education-related projects for each of the following years and total dollar figure:

2018 \$ _____ 2019 \$ _____
 2020 \$ _____ 2021 \$ _____

- c) Please list five education-related projects that would be representative of your firm’s work and services provided within the last five years.

Total number of educational clients in the past five years _____

i) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

ii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

iii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

iv) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

v) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- ci) List of completed projects involving new construction of education-related buildings that have been successfully completed. The list shall indicate the project name, owner, owner’s contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

11) CURRENT WORKLOAD

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY FIRM

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

- b) Other advantages offered by the firm or unique qualifications that would be of benefit to the School:

13) TECHNOLOGY/ELECTRONIC DATA

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? _____ Yes _____ No

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your firm in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered.

14) APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type) TITLE DATE

SIGNATURE

Felony Conviction Disclosure Statement

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “[a] school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

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

Vendor's Name

Signature of Authorized Company Official

Authorized Company Official's Name (Please Print)

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>		

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

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

Company Name (Please Print)

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

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

Company Name

Address

City

State

Zip Code

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

Yes

No

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

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

Signature of Authorized Representative

Name (Please Print)

Title



**State of Texas
Health & Human Services Commission
Child Support Certification**

I.

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

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

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

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

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

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

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

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III.

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Signature

Title

Printed Name

Date

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 3.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	
	Requester's name and address (optional)	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

	NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> • I certify that the above information is true and correct. <input type="checkbox"/> YES 	

	CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS
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<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> • See attached explanation and complete disclosure forms. 	

	CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

	CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
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Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: _____ **Company Name:** _____
Original Signature: _____ **Date** _____

Appendix A

Scope of Technology Consulting Services

1. Evaluate, create, and develop detailed knowledge of the Charter's existing technology standards and RFP specifications.
2. Evaluate Charter technology requirements and standards along with RFP specifications and make update recommendations.
3. Assist with the design and releasing of RFPs that provide a complete turnkey solution that integrates seamlessly into the new and/or existing Charter infrastructure.
4. Provide advanced knowledge in the following areas for the planning, recommendations, and assistance with development of future Charter projects. Assist in the development of the To-be design documentation and standards.
 - Network Infrastructure
 - Security
 - Network Cabling
 - Network Hardware
 - Network Control Software
 - Advanced Network Protocols
 - Advanced Network Analysis Tools
 - Network Monitoring and Reporting Solutions
 - Wireless Hardware
 - Wireless signal and how the wireless signal interacts with different materials that may or may not cause interference
 - Voice Over IP Systems
 - Intercom Systems (Public Announcement (PA) systems and bell systems (If applicable))
 - Audio-Visual Multimedia Systems
 - Proposer deployment of Solutions
 - Video Surveillance and Security System (If applicable)
 - Bus Tracking System (GPS) (If applicable)
 - Inventory for Project Close-out and Long-term Tracking
5. Assist with the creation of RFPs or Bids including the analysis of projects, standards updates, specification updates, managing the RFP process, evaluation of proposals based on specifications, development of recommendations for selection and provide detailed documentation of these processes for audit proposes.
6. Collaborate with Charter's Mechanical, Electrical, and Plumbing (MEP) Firm(s) to ensure all Charter new technology standards and best practices are being followed in the creation of RFPs.
7. Collaborate with the Technology Department, Construction Department, Operations Department, any other relevant departments, and technology vendors in the Charter to ensure that the current technology standards are being deployed and documented to meet Charter standards and best practices.
8. Analyze, document existing systems and prepare update recommendations as needed.
9. Assist with developing project work plans, providing project management, monitor sub-contractors, and coordination of other activities.
10. Identify any additional technology requirements present and future.

11. Design complete turnkey solutions that encompass all of the Charter's needs. This will include recommendation and assistance with the selection of various products and necessary components to assure that all components will work together in an effective manner.
12. Assist with the design of solutions that when implemented meets industry standards and best practices for the K-12 environment that enforces Charter's ability to provide 21st century education.
13. Develop budget recommendations.
14. Provide contract administration and documentation.
15. Ensure all purchases are documented.
16. Ensure all purchases provide knowledge transfer of the daily operations of the systems and training for Charter's staff -- IT or otherwise.
17. Ensure all purchases awarded are completed in accordance with Federal (including E-rate), State, and Local purchasing requirements.
18. Collaborate with the Charter to assist in the implementation of additional procurement strategies and assist with creation of these processes while ensuring they are aligned to Federal (including E-rate), State, and Local purchasing requirements.
19. Assist the Charter in preparing and placing notices and advertisements to solicit responses for each recommended solution.
20. Meet with the Charter's IT staff regularly to assure that deadlines are being met successfully for all projects that the selected firm has provided assistance with the design or acquisition.
21. Ensure that all awarded projects are implemented as proposed and designed.
22. Own and create technology project plan and management, including communication, risk mitigation, and delivery. Have a dedicated Technology Project Manager.
23. Provide all close-out documents/deliverables for each project category (e.g., network diagrams, project manuals, etc.).
24. Ensure that the Charter is billed correctly.
25. Ensure purchased equipment is received and inventoried.
26. Provide Owner training on-site.
27. Help acquire local vendor support with selected vendors.
28. All work must comply with enterprise-level industry standards and best practices.

International Leadership of Texas NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ 22-0003 ENGINEERING MEP CONSTRUCTION INSPECTION SERVICES

Closing Date & Time:
January 21, 2022
2:00PM

Contact Information:
Charles Klein
Email: cklein@iltexas.org;
construction@iltexas.org
Tel: (972) 479-9078
Fax: (972) 479-9129
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Request Issued By:
International Leadership
of Texas
(The Charter or School)

Contract Period: Not
Applicable. Submittals
will be evaluated after
receipt.

Date of Publication:
January 13, 2022

Purpose of Request for Qualifications

Mechanical, Electrical, & Plumbing Inspection Services are required for one new BG Ramirez - K-8 school building and/or up to eight (8) other school buildings for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified engineering firm for its 2021-2022 and 2022-2023 **K-8 and HS School Buildings Projects**.

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 RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ 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 School 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.

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

STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
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 a 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, a vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) 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. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, 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 in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **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.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **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.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed by contacting the School.
17. **ADVERTISING:** 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 proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
20. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the School, for convenience.

**ENGINEERING MEP CONSTRUCTION INSPECTION
SERVICES RFQ
SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS**

1. **SCOPE OF PROJECT:** International Leadership of Texas (the “School” or the “Charter”), a Texas open–enrollment charter school, issues this RFQ for Engineering MEP Construction Inspection Services in order to select the most highly qualified firm to provide the needed services for its 2021-2022 and 2022-2023 K-8 and HS School Buildings Projects.
2. **TYPE AND TERM OF CONTRACT:** This is a request for qualifications under which the School may create and maintain a pool of qualified consultants. There is no contract term for this offering.
3. **SCOPE OF SERVICES REQUIRED:** Engineering MEP Construction Inspection Services for BG Ramirez K-8 School Project and/or up to eight (8) additional projects, including but not limited to, the following:
 - **Inspect, Monitor and Report on all mechanical, electrical, & plumbing systems for the new BG Ramirez K-8 charter school to serve approximately 1416 students,**
 - **Coordinate with charter school officials and consultants on ensuring building code requirements for all mechanical, electrical, and plumbing systems being installed and assembled for the new BG Ramirez K-8 charter school,**
 - **MEP systems Inspection Services to IL TX New School Construction Projects:**
 - **This includes construction monitoring of all MEP systems and providing weekly reports to the owner.**
 - **Provide certified MEP inspectors that will cover all aspects of construction of new school MEP systems according to current IBC building code and municipal codes for the following:**
 - **Heating, ventilation and air-conditioning (HVAC) systems**
 - **Cold/Hot water systems**
 - **Sanitary systems**
 - **Refrigeration systems**
 - **High- and low-voltage systems**
 - **Over voltage protection devices**
 - **Emergency power supply systems**
 - **Lightning protection systems**
 - **Alarm systems (such as fire alarm systems, loudspeaker alarm systems)**
 - **Smoke and heat extraction units**
 - **Fire-fighting equipment and fire barriers**
 - **Instrumentation and control systems**
 - **Building automation systems which also includes thermal engineering products such as heating boilers, gas-fired air heaters and shut-off apparatus**
 - **Completion of the new BG Ramirez K-8 charter school for International Leadership of Texas will open Aug. 2022 and/or potentially up to eight (8) other projects.**

**ENGINEERING MEP CONSTRUCTION INSPECTION
SERVICES RFQ
SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS**

1. PROPOSAL EVALUATION: Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent's ability to deliver the architectural services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Cost or price-related evaluation factors will not be included in step one. At the conclusion of step one, the School will compare submittals in order to create a rank-ordering of firms to identify the most highly qualified. Upon approval of the ranking, negotiations may begin in order to reach a contractual agreement for the required services.
 - a. Evaluation Criteria
 - i. Business Organization/Capabilities – 30%
 - ii. Experience with school design/construction services – 10%
 - iii. Experience with Charter School design/construction – 20%
 - iv. Personnel Assigned to Project – 20%
 - v. Client References – 20%

4. SCHEDULE OF IMPORTANT DATES
 - a. January 21, 2022, 2:00pm – RFQ due via e-mail to *construction@iltexas.org*, *purchasing@iltexas.org*, and *cklein@iltexas.org*.
 - b. January 24-25, 2022 – Interviews with finalists (Block these days for potential interviews)
 - c. January 25-26, 2022 – Ranking of submissions and selection of firm

5. PROPOSAL INQUIRIES: Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax, or e-mail. Inquiries by telephone will not be accepted.

6. PROPOSAL SUBMISSION: **Submit (by e-mail) a .PDF file of each Proposal to *construction@iltexas.org*, *purchasing@iltexas.org*, and *cklein@iltexas.org*. To properly process the submission containing your response, it shall include the following in the Subject line, and it is highly recommended that a Return Receipt be Requested:**

**ENGINEERING MEP CONSTRUCTION INSPECTION
SERVICES RFQ 22-0003 OPEN UPON RECEIPT**

FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Please address each of the following sections in your statement of qualifications. Your submittal should be submitted with tabs dividing each section of the response.

Responses shall contain the following information and be submitted in the order shown below.

1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your firm uniquely qualified to perform Architectural Services, including any superior qualities; and signature of an authorized officer of the Firm who has legal authority in such matters.

2) GENERAL INFORMATION

a) Provide General information for your Firm.

Firm Name _____
Address _____
City _____ State _____ Zip _____

b) Contact Person(s) – limited to two persons per firm/application

Contact No.1

Name _____
Title _____
Telephone _____ Fax _____
Internet/E-mail address _____

Contact No. 2

Name _____
Title _____
Telephone _____ Fax _____
Internet/Email address _____

c) Type of organization:

_____ Sole proprietorship (individual) _____ Partnership
_____ Professional corporation _____ Corporation
_____ Joint venture _____ other _____

3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

4) FIRM BACKGROUND AND STAFF

Year present firm established _____

Name of parent company, if any _____

Address _____

List principals of firm _____

Former company name(s), if any, and year(s) established:

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Number of employees in firm locally: _____

Total of employees in firm (all office locations): _____

Who will be your designated representative assigned to the School?

Who is the senior member of the firm assigned to the School?

Number of persons with firm: _____

5) INSURANCE REQUIREMENTS

- a) The Charter requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.
- b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Provide a sample certificate of insurance.

6) CLAIMS

Identify all building projects within the past five (5) years on which Firm, or Firm’s agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. “Claim” means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Firm or consultant, and contractor, whether Firm, or Firm’s agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

7) PERSONNEL QUALIFICATIONS

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

8) ORGANIZATIONAL CHART

Organizational chart, proposed schedule, and summary report reflecting the respondent’s approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

9) CURRENT CLIENTS/CURRENT PROJECTS

a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	High Schools			
D.	Administrative/Support Facilities			
E.	Athletic Facilities/Gyms/Field Houses			
F.	Specialized Educational Facilities			
G.	Charter School Facilities			
H.				
I.				

b) All projects of any type currently in progress and the name and phone number of the owner’s representative

i) Project _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

ii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

iii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

10) COMPLETED PROJECTS/EXPERIENCE PROFILE

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	High Schools			
D.	Administrative/Support Facilities			
E.	Athletic Facilities/Gyms/Field Houses			
F.	Specialized Educational Facilities			
G.	Charter School Facilities			
H.				
I.				

b) State number of firm’s education-related projects for each of the following years and total dollar figure:

2018 _____ \$ _____ 2019 _____ \$ _____
 2020 _____ \$ _____ 2021 _____ \$ _____

- c) Please list five education-related projects that would be representative of your firm’s work and services provided within the last three years.

Total number of educational clients in the past three years _____

i) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

ii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

iii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

iv) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

v) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- ci) List of completed projects involving new construction and renovation of school buildings that have been successfully completed. The list shall indicate the project name, owner, owner’s contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

11) CURRENT WORKLOAD

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY FIRM

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

- b) Other advantages offered by the firm or unique qualifications that would be of benefit to the School:

13) TECHNOLOGY/ELECTRONIC DATA

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? _____ Yes _____ No

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your firm in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered.

14) APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type) TITLE DATE

SIGNATURE

Felony Conviction Disclosure Statement

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “[a] school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

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

Vendor's Name

Signature of Authorized Company Official

Authorized Company Official's Name (Please Print)

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

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

Company Name (Please Print)

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

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

Company Name

Address

City

State

Zip Code

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

Yes

No

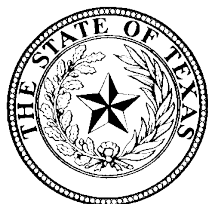
B. What is the prescribed amount or percentage? \$ _____ or _____ %

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

Signature of Authorized Representative

Name (Please Print)

Title



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

Child Support Certification

I.

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

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

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

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

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

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

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

--

III.

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Signature

Title

Printed Name

Date

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 3.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

	NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p> <ul style="list-style-type: none"> • I certify that the above information is true and correct. <input type="checkbox"/> YES 	

	CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS
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<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p> <p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p> <p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	<input checked="" type="checkbox"/>
• I (We) certify that our company has not been debarred and is not participating in lobbying activities.	
• See attached explanation and complete disclosure forms.	

	CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

	CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
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Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit [StandardForm-LLL, "Disclosure of Lobbying Activities" Form](#) in accordance with its instructions.

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

Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: _____ **Company Name:** _____
Original Signature: _____ **Date** _____

Cover Sheet

CONSIDER/ACT ON DECEMBER, 2021 FINANCIAL REPORT

Section:	VIII. Board Items for Discussion/Action
Item:	A. CONSIDER/ACT ON DECEMBER, 2021 FINANCIAL REPORT
Purpose:	Vote
Submitted by:	
Related Material:	ILTexas FS 2021-12 Board.pdf

ILTexas Board Report

Chief Financial Officer

December 31, 2021

Key Ratios / Indicators	Results	Stat	Notes
Days Cash On Hand Day's Cash	90 Days (↑29) \$ 610,100	G	Goal > 120 days Bonds = 45 days FIRST > 20 days
YTD DSCR (Debt Service Coverage Ratio)	1.6x	G	Goal = 1.50x Bonds = 1.10x FY-21 = 1.87
Debt : Net Assets Ratio DS % of Revenue	13 : 1 15.6%	G	
Current Enrollment (as of end of month)	<u>20,532</u> (↓35) ADA 19,083 WADA 28,594	G	<u>2021-2022</u> ADA: 19,933 WADA: 29,437

Treasury

BANKING

PNC	54,968,000	
TexPool	62,000	0.0904%
Total Cash	\$ 55,030,000	(↑ \$ 17,750,000)

2021 Bond Funds available: \$598,000 (1 day)

YTD Fixed Assets

Purchases & Improvements = \$ 25,600,000 YTD

Land \$ 13,200,000
(Pearland, Mansfield, Richmond)

New Schools & Improvements

Mansfield	\$ 230,000
<u>S. Dallas Cnty</u>	<u>\$ 101,000</u>
KSHS	\$ 2,507,000
LDHS	\$ 474,000
Katy WPK	\$ 333,000
WMLOHS	\$ 678,000

HQ Facilities	\$ 3,836,000
Technology	\$ 748,000
Vehicles	\$ 310,000

Other Information

PNC/BBVA Loans

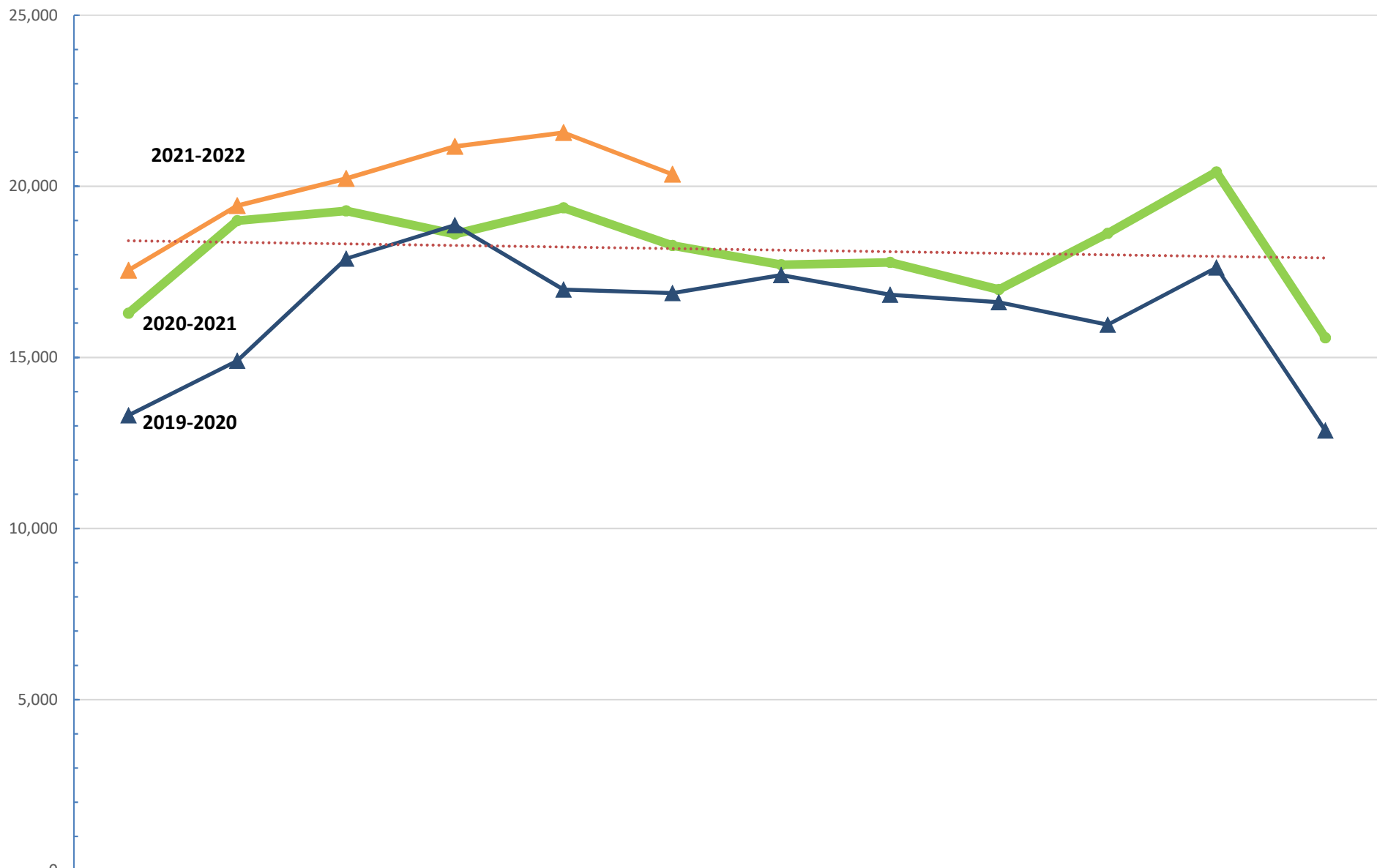
\$10 million drawn on \$10 million line (4.00%)
\$ 5 million drawn on \$35 million line (3.15%)

Financing

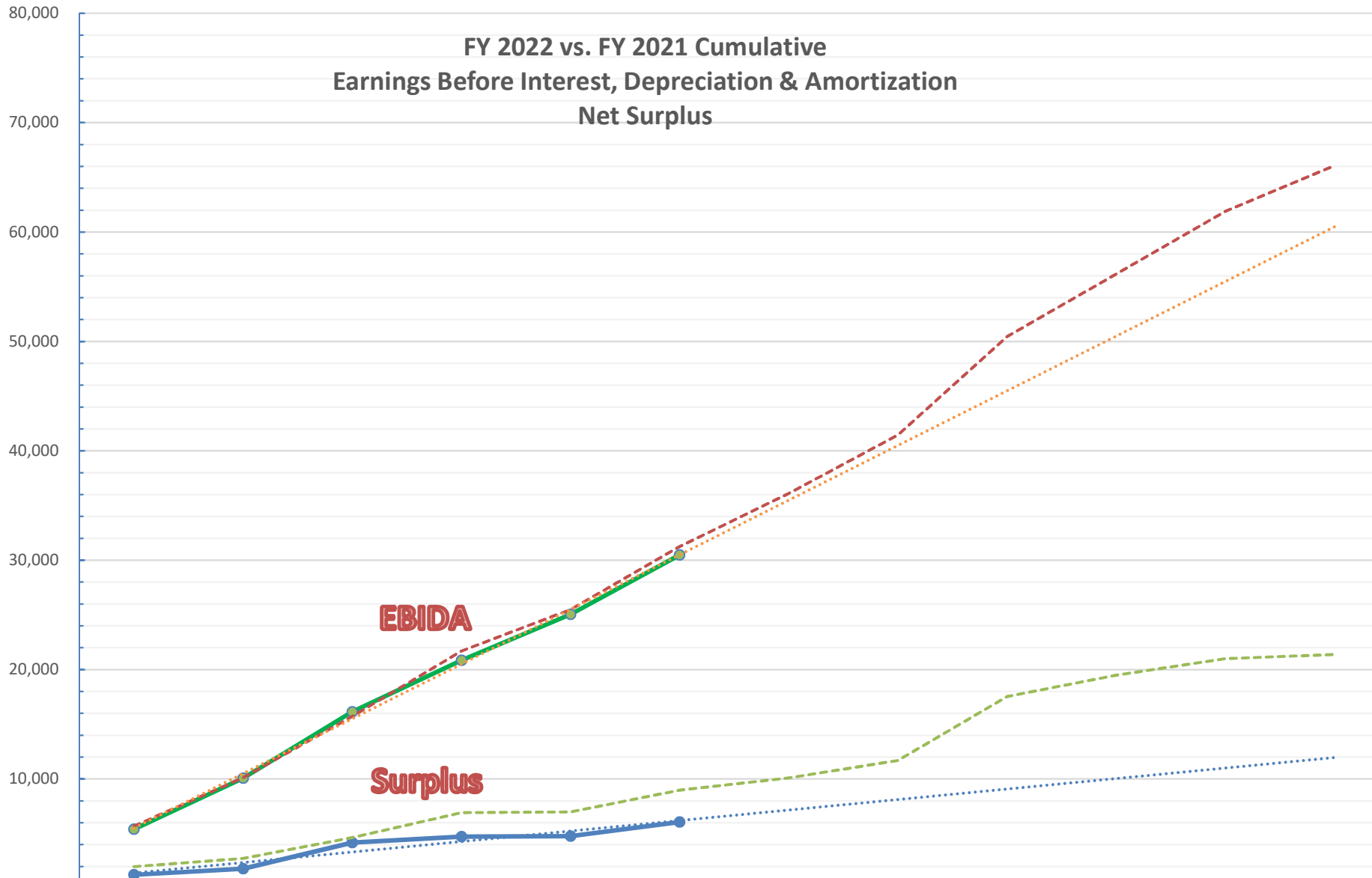
* Planning bond issue May 2021 or later (PSF)

Key Indicators	Final 2021	2022 Budget	YTD 2022
Revenue	\$ 239,100,000	\$ 267,000,000	\$126,300,000
Expenses	\$ 217,100,000	\$ 252,600,000	\$120,300,000
Net Income	\$ 22,000,000	\$ 14,400,080	\$ 6,000,000

TOTAL MONTHLY EXPENSES



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2021-22	17,545,456	19,431,050	20,223,732	21,162,645	21,566,556	20,348,761						
2020-21	16,292,575	18,991,399	19,280,397	18,601,063	19,369,603	18,267,073	17,709,146	17,776,784	16,984,373	18,625,295	20,418,286	15,574,418
2019-20	13,306,685	14,902,934	17,887,960	18,866,142	16,982,487	16,876,725	17,406,249	16,833,481	16,612,201	15,957,893	17,624,013	12,864,370



EBIDA

Surplus

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY-22 EBIDA	5,410,463	10,080,345	16,150,015	20,850,944	25,047,598	30,475,776						
FY-21 EBIDA	5,689,037	10,112,916	15,727,469	21,707,415	25,498,772	31,239,484	36,108,031	41,456,280	50,460,195	56,156,954	61,908,383	66,076,296
FY-22 NI	1,239,172	1,807,454	4,190,337	4,730,940	4,779,991	6,067,002						
FY-21 NI	1,986,285	2,741,600	4,647,200	6,914,070	6,984,612	8,976,801	10,094,214	11,687,498	17,533,518	19,478,978	21,010,638	21,379,915

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

Financial Summary

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Year-to-Date	Budget
	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022
Total Ending Cash	\$ 52,988,110	\$ 46,577,344	\$ 51,933,111	\$ 40,204,272	\$ 37,279,062	\$ 55,030,315		
<i>Days Cash (excl. Bond Int. Fund)</i>	100.2	83.2	89.8	67.5	61.3	90.2		
Bond Project Fund	6,274,749	6,274,749	6,274,749	6,274,749	6,274,749	598,326		
Lease & Notes Payable	\$ 147,993	\$ 138,142	\$ 128,291	\$ 118,440	\$ 108,589	\$ 98,738		
\$10 million PNC Revolver	-	-	10,000,000			10,000,000		
\$35 million PNC Revolver	-	-	-	-	-	5,000,000		
Revenues	\$ 18,784,628	\$ 19,999,331	\$ 22,606,615	\$ 21,703,248	\$ 21,615,606	\$ 21,635,772	\$ 126,345,201	47% \$ 267,000,000
Less Expenses:								
Payroll Costs	9,602,559	11,337,631	12,441,494	11,963,641	12,023,303	12,229,517	69,598,146	48% 145,600,000
Other Operating	3,771,606	3,991,817	4,095,451	5,038,678	5,395,650	3,978,077	26,271,278	44% 59,700,000
Interest & Amort.	2,710,493	2,639,187	2,186,098	2,658,575	2,645,853	2,639,187	15,479,393	48% 32,300,000
Depreciation	1,460,798	1,462,415	1,500,688	1,501,750	1,501,750	1,501,981	8,929,381	60% 15,000,000
Other Gain (Loss)								-
Change in Net Assets	1,239,172	568,281	2,382,883	540,603	49,051	1,287,011	6,067,002	42% 14,400,000
EBIDA	\$ 5,410,463	\$ 4,669,883	\$ 6,069,670	\$ 4,700,929	\$ 4,196,654	\$ 5,428,179	\$ 30,475,776	49% \$ 61,700,000
Total Liabilities	588,756,492	588,496,791	595,539,791	585,399,836	587,127,191	602,463,655		
Total Net Assets	41,431,718	42,000,000	44,382,883	44,923,486	44,972,537	46,259,548		
D/E	14 : 1	14 : 1	13 : 1	13 : 1	13 : 1	13 : 1		
Net Assets Percent	6.6%	6.7%	6.9%	7.1%	7.1%	7.1%		
Interest = % of Revenue	14.4%	13.8%	12.3%	12.3%	12.3%	12.3%		
Bond Cash Interest	\$ 2,629,690	\$ 2,596,264	\$ 2,143,175	\$ 2,596,264	\$ 2,596,264	\$ 2,596,264	\$ 15,157,920	
Bond Principal	691,265	725,849	725,849	725,849	725,849	725,849	4,320,508	
Other Debt Interest	38,291	411	411	19,800	7,078	411	66,402	
Other Debt Principal	9,862	9,851	9,851	9,851	9,851	9,851	59,117	
Cash Debt Service*	\$ 3,369,108	\$ 3,332,374	\$ 2,879,286	\$ 3,351,763	\$ 3,339,041	\$ 3,332,374	\$ 19,603,946	
D-S Coverage (YTD)	1.6	1.5	1.7	1.6	1.5	1.6	1.6	
D-S % of Revenue (YTD)	17.9%	17.3%	15.6%	15.6%	15.5%	15.5%	15.5%	

* Excludes optional pre-payments

UNAUDITED

	July 2021	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Unaudited	Budget
	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	Year-to-Date	FY2022
Enrollment								
Total Local Support	4,938	44,118	14,373	6,102	38,478	83,231	191,240	300,000
Total State Funds	16,815,897	17,078,622	21,005,791	17,564,745	17,767,319	17,833,448	108,065,822	228,300,000
Federal Program Revenues								
Title I/II/III+Immigrant/IV/IDEAB	824,561	674,783	599,281	524,803	657,244	696,726	3,977,397	
Carl Perkins Grant	-	-	53,499	6,365	14,900	-	74,764	
Teacher Leadership / Cycle 2	10,000	-	-	-	-	14,708	24,708	
Instructional Continuity Grant	17,498	-	-	-	-	-	17,498	
ESSER II	-	-	-	1,778,501	1,827,257	37,342	3,643,100	
ESSER III	-	-	-	519,469	636,711	1,997,882	3,154,061	
Health+Related Svc (SHARS)	-	-	10,730	-	-	-	10,730	
Medicaid Admin. Claim	10,214	517	(10,790)	2,320	-	7,577	9,838	
JROTC	13,630	13,630	13,630	7,041	13,630	13,630	75,189	
Child Nutrition	1,087,891	2,187,661	920,101	1,293,903	660,067	951,229	7,100,853	
Total Federal Program Rev.	1,963,794	2,876,591	1,586,451	4,132,401	3,809,809	3,719,093	18,088,139	38,400,000
Total Revenues	\$ 18,784,628	\$ 19,999,331	\$ 22,606,615	\$ 21,703,248	\$ 21,615,606	\$ 21,635,772	\$ 126,345,201	\$ 267,000,000
Expenses								
11 Instructional	7,154,922	9,096,215	9,522,034	9,513,588	9,032,433	8,964,775	53,283,966	116,000,000
12 Inst. resources & media	86,532	100,997	104,610	125,332	141,010	107,970	666,452	1,200,000
13 Curriculum & inst. staff devel.	534,429	596,277	580,194	615,436	685,063	796,714	3,808,114	7,800,000
21 Instructional leadership	231,776	329,904	411,812	353,995	474,151	501,689	2,303,327	1,900,000
23 School leadership	796,542	1,042,591	1,063,852	1,025,707	925,672	928,156	5,782,520	11,400,000
31 Guidance counseling & eval.	388,457	403,126	460,006	814,827	617,936	463,827	3,148,179	6,500,000
32 Social work services	5,365	5,595	12,625	15,003	11,385	10,774	60,746	100,000
33 Health services	118,652	129,313	149,444	150,716	146,745	144,697	839,568	2,200,000
34 Student transportation	95,445	107,622	309,478	156,791	152,130	143,801	965,266	1,400,000
35 Food services	683,027	807,688	741,389	778,768	1,415,391	849,006	5,275,270	14,400,000
36 Extracurricular activities	170,000	92,961	105,436	100,818	114,740	107,917	691,871	1,900,000
41 General administration	1,462,189	(363,654)	(69,276)	691,158	442,289	508,457	2,671,163	7,400,000
51 Facilities maintenance & ops.	2,502,911	3,062,950	3,925,181	2,375,157	3,057,320	3,105,443	18,028,963	32,000,000
52 Security and Monitoring	134,850	215,662	110,146	422,288	229,935	274,883	1,387,764	2,800,000
53 Data processing services	235,084	587,627	323,158	1,114,516	1,196,901	462,950	3,920,236	7,900,000
61 Community services	206,155	547,625	257,061	201,279	242,595	302,482	1,757,197	2,900,000
71 Debt service	2,710,493	2,639,187	2,186,098	2,675,575	2,645,853	2,639,187	15,496,393	34,700,000
81 Fundraising	28,627	29,364	30,483	31,691	35,006	36,035	191,206	100,000
Total Expenses	\$ 17,545,456	\$ 19,431,050	\$ 20,223,732	\$ 21,162,645	\$ 21,566,556	\$ 20,348,761	\$ 120,278,199	\$ 252,600,000
Change in Total Net Assets	\$ 1,239,172	\$ 568,281	\$ 2,382,883	\$ 540,603	\$ 49,051	\$ 1,287,011	\$ 6,067,002	\$ 14,400,000

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Expenses by Object Code

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	ILTexas
	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	2020-2021
61-- Payroll Costs	9,602,559	11,337,631	12,441,494	11,963,641	12,023,303	12,229,517	69,598,146
	51.1%	56.7%	55.0%	55.1%	55.6%	56.5%	55.1%
6211 Legal Services	6,987	32,419	12,230	45,226	33,161	29,669	159,692
6212 Audit Services	10,000	61,100	-	-	-	-	71,100
6219 Professional Services	-	-	-	-	748	1,672	2,420
6239 ESC Services	10,300	2,850	6,236	33,904	89,735	134,359	277,385
6249 Contracted Maint/Repair	211,444	760,618	168,939	769,477	139,193	41,604	2,091,275
6254 Internet Services	20,359	18,352	9,783	17,736	31,699	62,021	159,950
6255 Cell Phones	6,332	6,332	-	14,852	6,495	8,902	42,911
6256 Water/Waste Mgmt	66,715	79,268	69,794	83,025	100,604	109,531	508,936
6257 Phone	35,139	21,481	31,425	30,306	27,224	28,746	174,320
6258 Electric	165,966	266,690	190,689	232,213	201,838	170,673	1,228,069
6259 Gas	3,186	2,251	2,459	3,933	9,311	10,410	31,550
6269 Rentals-Op Leases	75,469	101,537	102,546	116,325	136,710	93,410	625,998
6291 Consulting Services	-	75,222	-	3,000	-	-	78,222
6297 Security Service/Student	134,850	159,177	28,271	315,538	160,586	184,771	983,192
FOOD Child Nutrition Contr. Svcs.	639,868	652,566	681,676	590,204	1,271,988	759,996	4,596,298
6299 Misc. Contracted Service	796,434	1,739,762	991,557	1,587,104	1,861,480	1,535,283	8,511,621
62-- Professional And Contracted Svcs.	2,183,049	3,979,625	2,295,606	3,842,843	4,070,770	3,171,046	19,542,939
6311 Fuel	5,833	12,929	23,666	21,778	19,612	16,902	100,720
6319 Supplies M/O	10,447	46,943	87,445	62,738	107,539	117,796	432,908
6321 Textbooks	249	5,943	16,068	36,364	64,086	111	122,822
6329 Reading Materials	154,123	73,998	20,804	86,077	30,987	11,138	377,128
6339 Testing Materials	-	3,106	3,701	-	3,910	26,188	36,905
6344 USDA Commodities	-	135,966	-	114,903	79,055	35,655	365,579
6395 IT Repair Equipment	-	11,036	9,155	54,621	100,232	70,006	245,051
6396 Student Credits	-	(87,977)	(11,994)	(3,059)	(12,307)	(5,045)	(120,382)
6398 General Expense	1,000,000	(1,000,000)	-	-	-	-	-
6399 General Supplies	294,894	617,912	193,017	400,516	714,961	372,183	2,593,483
66xx Asset Purchases	-	-	-	60,848	(3,310)	(28,958)	28,581
63+66 Other Supplies & Materials	1,465,546	(180,144)	341,864	834,787	1,104,765	615,976	4,182,793
6411 Employee Travel	109,286	23,694	39,155	56,599	109,272	93,310	431,316
6412 Travel-Students	-	-	4,669	-	5,411	9,240	19,320
6419 Travel-Non-Emp	-	-	-	-	-	-	-
6429 Ins/Bonding Costs	64	(6,728)	1,630,177	13,428	203	30,601	1,667,745
6449 Depr Exp	1,460,798	1,462,415	1,500,688	1,501,750	1,501,750	1,501,981	8,929,381
6494 Reclass Transp Exp	-	-	-	-	-	-	-
6495 Memberships And Dues	780	13,420	217,870	188,453	11,089	2,668	434,280
6497 Dyslexia	-	-	(0)	-	0	-	(0)
6498 Campus Discr. Fund	3,933	21,118	32,565	16,418	13,221	16,819	104,075
6499 Misc Op Costs	8,948	140,832	(466,455)	69,150	80,919	38,416	(128,190)
64-- Other Operating Expenses	1,583,809	1,654,751	2,958,670	1,845,799	1,721,864	1,693,035	11,457,927
6521 Interest on Bonds	2,663,166	2,629,741	2,176,652	2,629,741	2,629,741	2,629,741	15,358,781
6522 Capital Lease Interest	416	411	411	411	411	411	2,471
6523 Interest on Other Debt	37,875	-	-	19,389	6,667	-	63,931
6524 Amort. Bond Issue Costs	42,512	42,512	42,512	42,512	42,512	42,512	255,071
6525 Amort. Bond Disc.(Prem.)	(33,476)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(200,861)
6529 Bond Issuance & Maint.	-	-	-	17,000	-	-	17,000
6598 Penalties+Net Pay Discounts	-	-	-	-	-	-	-
6599 Other Debt Fees	-	-	-	-	-	-	-
Total Expenses	\$ 17,545,456	\$ 19,431,050	\$ 20,223,732	\$ 21,162,645	\$ 21,566,556	\$ 20,348,761	\$ 120,278,199

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Expenses by Object Code

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	ILTexas
	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	2020-2021
6111 Salary Control	-	-	-	-	-	-	-
6112 Salaries/Wages Sub Teach	9,525	26,465	241,810	310,701	478,324	419,451	1,486,275
6117 Extra Duty/Professional	284,920	45,246	77,834	98,582	82,778	178,070	767,430
6118 Stipends/Professional	271,640	293,658	290,163	299,057	287,208	1,404,371	2,846,096
6119 Salaries Teachers/Professional	6,728,419	8,466,194	8,742,625	8,466,922	9,576,167	7,407,376	49,387,703
6121 O/T Support Personnel	38,779	88,483	78,111	44,510	49,917	39,458	339,258
6127 Extra Duty Pay/Support Persnl	14,851	11,234	13,609	12,258	10,747	7,259	69,959
6129 Salaries/Wages Sup Persnl	910,966	998,517	1,083,777	1,096,285	1,109,881	1,099,925	6,299,351
6139 Employee Allowances	36	-	-	-	-	-	36
6141 FICA/Medicare	115,351	137,903	145,991	142,927	161,195	143,692	847,058
6142 GRP Health/Life Insurance	618,859	612,883	734,176	744,500	733,397	733,577	4,177,392
6143 Workers'Comp	12,308	-	242,683	(2,295)	-	-	252,696
6146 TRS	396,904	457,048	590,716	550,196	533,688	546,337	3,074,890
6149 Employee Benefits	-	-	-	-	-	50,000	50,000
6179 Payroll Accrual	200,000	200,000	200,000	200,000	(1,000,000)	200,000	-
61-- Payroll Costs	9,602,559	11,337,631	12,441,494	11,963,641	12,023,303	12,229,517	69,598,146
	51.1%	56.7%	55.0%	55.1%	55.6%	56.5%	55.1%
PAYROLL BY DESIGNATED FUNDS SOURCE							
199 Local - Unrestricted	-	-	24,134	-	-	-	24,134
420 Fsp/Other State Aid	8,810,171	10,746,937	11,889,515	10,937,901	10,875,758	9,985,994	63,246,275
427 Discretionary	-	-	-	-	-	-	-
429 St Funded Temp Rstrct	-	1,115	-	4,083	-	20,139	25,337
498 ???	-	-	-	-	320	573	894
4XX State General Funds	8,810,171	10,748,052	11,913,649	10,941,984	10,876,078	10,006,706	63,296,640
240 Child Nutrition	18,033	17,573	51,410	51,652	53,692	50,447	242,807
211 Title I, A	465,508	321,748	266,661	260,049	258,068	254,153	1,826,187
224 IDEA B Formula	214,452	181,925	137,338	146,730	160,671	164,054	1,005,169
244 Carl Perkins	-	-	-	-	-	-	-
255 Title II	62,748	34,469	30,458	31,099	28,157	65,465	252,396
256 Teachers Leadership Cycle	-	-	-	-	-	13,698	13,698
263 Title III	18,139	13,737	12,819	13,238	13,012	32,025	102,969
266 ESSER I	-	-	-	-	-	-	-
276 Instructional Continuity	-	-	-	-	-	-	-
281 Esser II	-	-	-	-	-	-	-
282 Esser III	-	-	-	498,225	610,672	1,628,933	2,737,829
289 Title IV	13,510	20,127	29,160	20,666	22,952	14,037	120,452
Federal Funds	774,355	572,006	476,435	970,006	1,093,532	2,172,364	6,058,700
61-- Payroll Costs	9,602,559	11,337,631	12,441,494	11,963,641	12,023,303	12,229,517	69,598,146
	51.1%	56.7%	55.0%	55.1%	55.6%	56.5%	55.1%

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

BALANCE SHEET

Assets	Beginning	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Current assets:							
Cash and cash equivalents	\$ 71,469,063	\$ 52,988,110	\$ 46,577,344	\$ 51,933,111	\$ 40,204,272	\$ 37,279,062	\$ 55,030,315
Cash, bond project fund	6,274,749	6,274,749	6,274,749	6,274,749	6,274,749	6,274,749	598,326
Cash, bond maintenance fund	268,137	276,471	284,804	293,137	301,471	301,471	301,471
Cash, bond debt service funds	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335
Cash, debt service reserve fund	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493
Due from government agencies	36,530,541	37,066,212	37,625,255	38,312,068	40,666,949	44,010,514	40,107,313
Other current assets	-	-	-	-	-	-	7,296
Total current assets	172,786,319	154,849,370	149,005,980	155,056,893	145,691,268	146,109,624	154,288,549
Non-current assets:							
Land	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699
Buildings	439,127,983	439,127,983	441,835,394	441,860,201	441,860,201	441,868,500	441,905,787
Furniture and equipment	8,427,557	8,427,557	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841
Vehicles	4,479,061	4,576,079	4,688,700	4,727,616	4,727,616	4,727,616	4,789,591
Less: Accumulated depreciation	(55,353,785)	(56,814,583)	(58,276,997)	(59,777,686)	(61,279,436)	(62,781,186)	(64,283,167)
Construction in Process	34,774,296	33,675,105	37,721,175	42,533,110	43,801,133	46,652,634	56,499,904
Total non-current assets	477,801,810	475,338,840	481,490,811	484,865,781	484,632,054	485,990,103	494,434,654
Total assets	\$ 650,588,129	\$ 630,188,210	\$ 630,496,791	\$ 639,922,674	\$ 630,323,322	\$ 632,099,728	\$ 648,723,203
Liabilities and Net Assets							
Current Liabilities:							
Accounts payable	14,351,672	6,328,382	7,804,778	5,368,563	5,671,085	9,093,217	9,808,559
Accrued payroll	14,505,092	14,700,401	14,903,732	15,102,228	15,302,316	14,302,278	14,502,602
Accrued interest	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252
Student activity funds	760,730	763,061	822,848	830,232	914,332	946,257	1,093,721
Deferred revenue	4,760,491	1,639,140	366,590	366,590	366,590	366,590	366,590
Lease liabilities, current	118,223	111,671	105,122	98,573	92,024	85,475	78,926
Bonds, current maturities	8,295,182	8,342,743	8,390,293	8,437,843	8,485,393	8,532,943	8,580,493
Total current liabilities	53,683,641	42,777,651	43,285,616	41,096,282	41,723,992	44,219,013	45,323,143
	3.2	3.6	3.4	3.8	3.5	3.3	3.4
Long-term liabilities:							
Lease liabilities, long-term	39,632	36,322	33,020	29,718	26,416	23,114	19,812
Notes payable, long-term	10,000,000	-	-	10,000,000	-	-	15,000,000
Bonds payable, long-term	556,103,015	555,364,189	554,590,790	553,817,392	553,043,993	552,270,595	551,497,196
Bonds payable, reserve and pmt funds	-	-	-	-	-	-	-
Bonds payable, net premium (discount)	1,009	(32,467)	(65,944)	(99,421)	(132,898)	(166,375)	(199,852)
Bonds payable, issue costs	(9,431,715)	(9,389,203)	(9,346,691)	(9,304,179)	(9,261,667)	(9,219,155)	(9,176,643)
Total long-term liabilities	556,711,941	545,978,841	545,211,175	554,443,509	543,675,844	542,908,178	557,140,513
Total liabilities	85.6% 610,395,583	588,756,492	588,496,791	595,539,791	585,399,836	587,127,191	602,463,655
Net assets (deficit):							
Beginning balance	16,829,679	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630
Current year change in net assets	23,362,866	1,240,088	1,808,369	4,191,253	4,731,856	4,780,906	6,067,918
Total net assets	40,192,546	41,431,718	42,000,000	44,382,883	44,923,486	44,972,537	46,259,548
Total liabilities and net assets	\$ 650,588,129	\$ 630,188,210	\$ 630,496,791	\$ 639,922,674	\$ 630,323,322	\$ 632,099,728	\$ 648,723,203

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

CASH FLOWS

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	FYTD
Operating activities:							
Increase in net assets	\$ 1,239,172	\$ 568,281	\$ 2,382,883	\$ 540,603	\$ 49,051	\$ 1,287,011	6,067,002
Adjustments to change in net assets:							
Depreciation	1,460,798	1,462,415	1,500,688	1,501,750	1,501,750	1,501,981	8,929,381
Amortization of bond discount (premium)	(33,476)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(200,861)
Amortization of debt issuance cost	42,512	42,512	42,512	42,512	42,512	42,512	255,071
Change in cash held in trust - maintenance	(8,333)	(8,333)	(8,333)	(8,333)	-	-	(33,333)
Changes in assets:							
Due from Texas Education Agency	(535,671)	(559,042)	(686,813)	(2,354,880)	(3,343,566)	3,903,201	(3,576,772)
Other current assets	-	-	-	-	-	(7,296)	(7,296)
Changes in liabilities:							
Accounts payable and accruals	(7,776,999)	1,796,964	(2,230,335)	586,709	2,454,019	1,063,129	(4,106,513)
Net cash provided by operations	(5,611,998)	3,269,320	967,124	274,884	670,290	7,757,060	7,326,679
TEA accel. payments (deferred rev.)	(3,170,000)	(1,330,000)	-	-	-	-	(4,500,000)
Change in cash held in trust - projects	-	-	-	-	-	5,676,423	5,676,423
Investing activities:							
Misc. purchases & timing adjustments							
Vacant Land							
Real Property and Improvements							
Vehicles & Equipment							
Technology							
Gain (Loss) on Sale of Assets							
Net cash used in investing	1,002,172	(7,614,386)	(4,875,658)	(1,268,023)	(2,859,799)	(9,946,531)	(25,562,225)
Asset retirements at original cost							
Cash flows from (to) financing activities:							
Principal paid on Bond debt obligations	(691,265)	(725,849)	(725,849)	(725,849)	(725,849)	(725,849)	(4,320,508)
Principal paid on Other debt obligations	(9,862)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(59,117)
2020A Bond Issue							-
Bank loan - \$10M Revolver	(10,000,000)		10,000,000	(10,000,000)		10,000,000	-
Bank loan - \$35M Revolver						5,000,000	5,000,000
Cash provided (used) by financing	(10,701,127)	(735,700)	9,264,300	(10,735,700)	(735,700)	14,264,300	620,375
Net increase (decr) in cash & equivalents	(18,480,953)	(6,410,766)	5,355,767	(11,728,839)	(2,925,209)	12,074,830	(22,115,171)
Cash and cash equivalents at beginning of period	71,469,063	52,988,110	46,577,344	51,933,111	40,204,272	37,279,062	71,469,063
Cash and cash equivalents at end of period	52,988,110	46,577,344	51,933,111	40,204,272	37,279,062	55,030,315	55,030,315