

#14-RFP-FCL-2021

Playground Equipment IPS

CONTENTS

Bid Information	4
Supplier Information	4
BID NOTES	4
PART I - GENERAL INFORMATION	5
BACKGROUND	5
SERVICES SOLICITED	5
RFP Calendar	6
PAYMENT TERMS	7
PART II- PROPOSAL CONTENT AND PROCESS	7
PURPOSE	7
NOTICE TO ALL VENDORS DURING COVID-19	7
SCOPE OF SERVICES.....	8
RESPONDENT RESPONSIBILITY	8
DESIRED SERVICES	8
Playground Equipment.....	8
MANDATORY REQUIREMENTS & EQUIPMENT QUANTITIES	8
IPS ENTERPRISES RESPONSIBILITY	10
PRE-BID MEETING (Conference call)	10
BID OPENING.....	10
WHO IS ELIGIBLE TO RESPOND?	10
INSURANCE REQUIREMENTS	11
PROCUREMENT CONDITIONS/GENERAL TERMS.....	11
ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS.....	13

#14-RFP-FCL-2021

PROPOSAL CONSIDERATION/SELECTION CRITERIA.....	13
RESPONSIVE/RESPONSIBLE RESPONDENTS	13
EVALUATION	14
HOW TO SUBMIT A PROPOSAL?	15
PART III- PROPOSAL FORMAT.....	16
TITLE PAGE	16
RFP RESPONSE FORMAT AND CONTENT.....	17
RESPONDENT IDENTIFICATION	17
ADDITIONAL REQUIREMENTS	17
NOTICE TO RESPONDENTS	18
ATTACHMENTS.....	18

Bid Information

Bid Owner Arnold Flores
Email Elliott.Nguyen@ipsenterprises.org
Phone 956-261-0791
Fax
Bid Number #14-RFP-FCL-2021
Title Playground Equipment Launching Campuses 2021
Issue Date November 11, 2020
Pre Proposal Conf. November 17, 2020 at 2 pm via web @ <http://bluejeans.com/8948425633>

Close Date / Turn In November 27, 2020 no later than 5pm via EMAIL
Subject line: #14-RFP-FCL-2021

Bid Packages Available Via email. Please request packet to:
Elliott.Nguyen@ipsenterprises.org

Bid Questions to

Contact Information Nelva Leal
Email: Elliott.Nguyen@ipsenterprises.org
Telephone 956-261-0791

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

By Submitting your response, you certify that you are authorized to represent and bind your company.

Signature _____ Date _____

Bid Notes

Any questions or inquiries to this solicitation shall be made no later than November 16, 2020. Please see "bid attachments" to see terms and conditions pertaining to this proposal. Interested vendors shall fill out and submit proposal, via email, by the deadline. IPS Enterprises will select the proposal(s) that provide(s) the best value to IPS Enterprises in accordance to the awarding criteria contained in this solicitation. In further information is needed please contact the Facilities Department for further assistance.

PART I - GENERAL INFORMATION

BACKGROUND

IPS Enterprises is a growing network of tuition-free K-12 public charter schools serving more than 45,000 students in 79 schools throughout the Louisiana and Florida.

SERVICES SOLICITED

IPS Enterprises is soliciting a Request for Proposal (RFP) Playground Equipment Launching Campuses 2021:

- 1.1 Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the *proposal*, *all addenda*, and the *proposal sheet*. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IPS Enterprises.
- 1.2 Deliveries shall be to IPS Enterprises destination sites. Freight prepaid and assumed by the vendor. IPS Enterprises reserves the right to pick up items in lieu of delivery from local vendors.
- 1.3 IPS Enterprises does not pay Federal Excise Taxes or Texas and local retail sales and use taxes. Tax exemption certificates will be provided upon request.
- 1.4 The vendor may offer an "equal" product or product exceeding specifications as an alternate proposal. Final determination of whether or not an item is an "approved equal" remains with IPS Enterprises.
- 1.5 All data and material safety data sheets (MSDS) must accompany proposal (if needed).
- 1.6 Proposals submitted on forms other than the IPS Enterprises forms or with different terms or provisions may be considered as non-responsive proposals.
- 1.7 IPS Enterprises expects that all proposals will remain valid for the term of this proposal.
- 1.8 Award to vendor(s) will be for the period of 12/10/2020 through 09/1/2021 with the option to extend for 1 year upon mutual agreement of IPS Enterprises and the vendor.
 - 1.8.1 Multiple vendors may be awarded to meet pricing needs.
 - 1.8.2 Multiple vendors may be awarded to meet quantity needs.
- 1.9 The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.
- 1.10 "Reservations". IPS Enterprises expressly reserves the right to:

#14-RFP-FCL-2021

- 1.10.1 Waive minor deviations from the specifications when it is determined that the total cost to the IPS Enterprises of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.
- 1.10.2 Waive any defect, irregularity, or informality in any proposal procedure.
- 1.10.3 Reject any or all proposals.
- 1.10.4 Amend a proposal prior to proposal opening date to extend or make changes to specification.
- 1.10.5 Procure any item by other means.
- 1.10.6 Increase or decrease the quantity specified in the proposal, unless the offeror specifies otherwise.

RFP CALENDAR

1. An RFP packet will be available **10:00 a.m. CST on November 11th, 2020**. Proposal packages may be obtained electronically with request emailed to: Elliott.Nguyen@ipsenterprises.org
2. Proposals should be delivered electronically to Elliott.Nguyen@ipsenterprises.org no later than 5:00 PM, CT, on **November 27, 2020**. No proposals shall be accepted after this deadline.

RFP Packet Available:	10 AM, November 11, 2020
Pre-Bid Meeting:	2 PM-2:15 PM. November 17th, 2020
RFP Bid Submission:	5 PM, November 27th, 2020
RFP Opening:	10 AM, December 1st, 2020

3. Proposal Inquiries: Should any questions arise, please submit inquiries via e-mail to: Elliott.Nguyen@ipsenterprises.org

PAYMENT TERMS

Payment will be issued upon review and approval of invoice within 30 days. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the IPS Enterprises - Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. Invoices should be submitted to IPS Enterprises ATTN: Accounts Payable via email at payable@ideapublicschools.org or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596.

PART II- PROPOSAL CONTENT AND PROCESS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain Playground equipment for 2021 IPS Enterprises Launching Campuses.

NOTICE TO ALL VENDORS DURING COVID-19

IPS Enterprises is interested:

1. Vendor must keep IPS Enterprises advised of any changes in order(s) status.
2. Award to vendor(s) will be for a period ending on September 1st, 2021 with the option to extend mutually for up to 1 year.
3. Questions regarding this proposal must be in writing and emailed to Elliott.Nguyen@ipsenterprises.org
4. All pricing and any award under this RFP shall be good for IPS Enterprises and any other entity purchasing through IPS Enterprises.
5. **ITEMS REQUESTED MUST BE DELIVERED AND INSTALLED BY July 15th, 2021.**

SCOPE OF SERVICES

RESPONDENT RESPONSIBILITY

IPS Enterprises expectations with respect to the performance by each vendor in connection with the IPS Enterprises purchases are set out in the "Contract Documents" which consist of the *Request for Proposal* ("RFP"), *Instructions to Vendors*, *Standard Terms and Conditions*, and *Proposal Sheet*. Vendors who fail to examine the Contract Documents do so at their own risk.

Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the contract documents must be emailed to Elliott.Nguyen@ipsenterprises.org, in a timely manner to allow for a reply to reach vendors before the submission of their proposals. Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an *Addendum*, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.

The selected respondent(s) will follow practices, processes, and protocols established by local, state, and federal agencies with respect to their field of service and goods.

DESIRED SERVICES

Playground Equipment MANDATORY REQUIREMENTS & EQUIPMENT QUANTITIES

- 1) General. The following instructions by IPS Enterprises are intended to afford offerors an equal opportunity to participate in the contract.
- 2) Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
- 3) Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by the IPS Enterprises Board of Directors to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.
- 4) The terms offeror, contractor, proposer, vendor, respondent and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms IPS, Owner, and/or government entity refer to IPS Enterprises.
- 5) Specifications. Offerors are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

- 6) The specifications listed on 'Attachment A'. Any deviation or comparable must be properly identified and be acceptable by IPS Enterprises. For this reason, vendors are discouraged from describing deviations simply as "equal" or "exceeds" the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the space provided or on a separate piece of paper and submit their bid. Failure to do so may result in the rejection of the bid and or product for non-compliance. Any deviation to specifications must be listed and clearly defined. If additional pages are needed, please include a separate sheet of paper titled "Deviations to Specifications" and include with the bid document.

7) Scope of Services

IPS Enterprises is requesting proposals that include the playground equipment, the safety surface, and the installation of all equipment.

The playground equipment should include play components for children ages 5-12. The equipment can be provided in one or more structures. The playground and safety surface should encompass an area of 50' x 60' and should have capacity for a minimum of 75 children. The playground should accommodate the widest possible range of activities that will provide fun, promote physical fitness, and encourage social interaction. Among the play activities that should be considered are balancing, climbing, crawling, hanging, imagining, manipulating, pushing, pulling, riding, seesawing, sitting, sliding, swinging, and whirling. The playground equipment can be made of metal, plastic, or a combination. There should be a variety of color options for the equipment and play surfaces.

The playground equipment should be in full compliance with both American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) guidelines. The equipment shall be accessible to the handicapped in accordance with State and Federal laws.

Each proposal shall recommend and include safety surface material that is believed to be the best value for the money. The safety surface shall be handicapped accessible; poured in place rubber or synthetic grass preferred.

The allotted budget for each location is \$130,000, which covers playground equipment, safety surface, and installation. See Attachment "A" for location addresses.

The proposal should recommend at least 3 different playground designs. In addition, the proposal should include an itemized price sheet of the equipment and safety surface, as well as the total cost for installing the equipment and safety surface. The successful bidder shall provide all insurance necessary for the installation portion of this project, as well as the warranty for both the equipment and safety surface.

8) Installation Schedule

If funded, installation is expected to begin in the spring of 2021 and should be completed no later than July 15th, 2021.

IPS ENTERPRISES RESPONSIBILITY

- A. The district reserves the right to cancel service due to unacceptable prices variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for a particular item. This will allow IPS Enterprises an opportunity to search and approve a substitute item of equal or greater quality.
- B. All pricing and any award under this RFP shall be good for IPS Enterprises and any other entity purchasing through IPS Enterprises.
- C. Prices may be decreased at any time after award. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the end user. Vendors must first provide IPS Enterprises written justification for any increase and IPS Enterprises must make a determination of applicability of the increase to the contract. In the event a vendor offers or provides a decrease in rates to its customers or potential customers for the same services provided for IPS Enterprises pursuant to its contract, the vendor must provide the same decrease in rates for IPS Enterprises. It is recommended that the vendor provide said rate decreases voluntarily. If IPS Enterprises learns of a decrease in rates from a source other than the vendor, the vendor shall credit IPS Enterprises with the difference between IPS Enterprises ' contracted rate and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of IPS Enterprises. Any charges not proposed but required to make this service viable will be considered a hidden cost and will be provided by the vendor at no additional cost to IPS Enterprises for the term of the contract.

PRE-BID MEETING (CONFERENCE CALL)

A pre-bid conference call will be held on **November 17th, 2020**, at 2:00-2:15 PM during which time any questions regarding the RFP will be answered. The conference call will be held via web on <https://bluejeans.com/8948425633/> or join via phone: [+1-888-240-2560](tel:+18882402560)(Conference ID: 8948425633). Attendance is not mandatory.

BID OPENING

Bid Opening is scheduled for **Tuesday, December 1st, 2020** at 10 AM. The virtual bid opening will be held at the following link: <https://bluejeans.com/8948425633/> or join via phone: [+1-888-240-2560](tel:+18882402560)(Conference ID: 8948425633). Attendance is not mandatory.

WHO IS ELIGIBLE TO RESPOND?

Respondents who are able to meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with district, federal and state funded agencies are invited to respond. A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a proposal, represents to IPS Enterprises that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under this RFP
- Is able to comply with the required or proposed RFP
- Have a satisfactory record of integrity and ethics
- Be otherwise qualified and eligible to receive an award

- Be in good standing with the applicable national or state associations

INSURANCE REQUIREMENTS

Insurance Requirements: Worker's compensation is required for this proposal. Insurance Certificates must be submitted with vendor's proposal. This document is titled Certificate of Insurance (ACORD 25). IPS Enterprises reserves the right to review all insurance policies pertaining to this solicitation to guarantee that the proper coverage is obtained by the contractor.

Contractor will be required to maintain in full force and in effect the following types of insurance:

a) Worker's Compensation.....	100,000/500,000/100,000	
b) Comprehensive General Liability.....	1,000,000 per occurrence	
c) Bodily Injury Liability (CSL)*	300,000	
d) Property Damage Liability (CSL)*	300,000	
e) Automobile Bodily Injury Liability.....	300,000	
f) Automobile Property Damage Liability.....	100,000	*Combined Single Limit

Each insurance policy to be furnished by the successful contractor shall include IPS Enterprises as a certificate holder. Additionally, each insurance policy shall include, by endorsement to the policy, a statement that a notice shall be given to the District by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of these items shall be in accordance with the IPS Enterprises procurement policies and general terms as follows:

- IPS Enterprises reserves the right to accept or reject any or all proposals received or to cancel or extend in part or its entirety, this Request for Proposal, or make multiple or partial awards.
- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this RFP
- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this RFP.
- Proposals may be withdrawn only by emailing a request to IPS Enterprises at Elliott.Nguyen@ipsenterprises.org prior to the specified deadline time/date stated in the RFP. The authorized signatory must sign such requests.

- Proposals received will become a part of the IPS Enterprises' official files without further obligation to the respondents.
- The contents of a successful Proposal may become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IPS Enterprises reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this RFP or if adequate funding is not received.
- A response does not commit IPS Enterprises to award a purchase agreement or a contract. IPS Enterprises does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IPS Enterprises.
- IPS Enterprises reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
- Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IPS Enterprises, or to any consultant, employee, or member of IPS Enterprises for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- No employee, officer or member of IPS Enterprises shall participate in the selection, development of a response to this RFP, award or administration of a contract supported by the RFP if a conflict of interest, real or apparent, would be involved.
- Respondents shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a respondent's response to be rejected.
- No purchase agreement or contract may be awarded until the respondent has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the respondent, nor any of its principles, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IPS Enterprises policy regarding free and open competition and conflicts of interest.
- The District is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

Members of the public having complaints regarding the IPS Enterprises' purchasing procedures or operations may present their complaints or concerns to the District by written to the following address.

IPS Enterprises
Attn. Purchasing Dept.
2115 W. Pike Blvd
Weslaco, TX 78596
(956) 377-8000

PROPOSAL CONSIDERATION/SELECTION CRITERIA

"Most Advantageous Proposal". In evaluating proposals, the following considerations will be taken into account for the award recommendations as per TEA Education Code 44.031(b):

- The purchase price
- The reputation of the vendor and of the vendor's goods and services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet IPS Enterprises' needs
- The vendor's past relationship with IPS Enterprises
- The impact on the ability of IPS Enterprises to comply with laws and rules relating to historically underutilized businesses
- The total long-term cost to IPS Enterprises to acquire the vendor's goods or services
- Vendor's service and delivery capabilities
- Warranty and warranty service history
- Probability of continuous availability
- Any other relevant factor specifically listed in the RFP

RESPONSIVE/RESPONSIBLE RESPONDENTS

IPS Enterprises staff reviews the proposals received to determine if they are responsive. For proposals to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The proposals must have been submitted by the due date and time.
2. The proposals must be complete with the original signatures.
3. The proposals must be for the specific services requested and described in the RFP Packet.
4. The proposals must be submitted in the format described in the RFP Packet.

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. IPS Enterprises staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

EVALUATION

The evaluation criteria and the relative weights for scoring are provided below, the evaluation team will consider the following elements in the evaluation process. **Purchase price is not the only criteria that will be used in the evaluation process.**

PLAYGROUND EQUIPMENT FOR IPS ENTERPRISES

BID SHEET

1. BASE BID – Design 1

Equipment Purchase	\$ _____
Installation of Equipment	\$ _____
Safety Surface Purchase	\$ _____
Installation of Safety Surface	\$ _____
TOTAL	\$ _____

2. BASE BID – Design 2

Equipment Purchase	\$ _____
Installation of Equipment	\$ _____
Safety Surface Purchase	\$ _____
Installation of Safety Surface	\$ _____
TOTAL	\$ _____

3. BASE BID – Design 3

Equipment Purchase	\$ _____
Installation of Equipment	\$ _____
Safety Surface Purchase	\$ _____
Installation of Safety Surface	\$ _____
TOTAL	\$ _____

4. CHECKLIST FOR INFORMATION REQUESTED

Equipment Details	YES / NO
Handicapped Accessibility	YES / NO
ASTM and CPSC Compliance	YES / NO
Warranty Information	YES / NO
Installation Schedule	YES / NO
Key Personnel / Management Office	YES / NO
References	YES / NO

CRITERIA SCORES
Proposal Total Cost
Quality of Materials & Aesthetics
Ability to meet requirements
Warranty
References & Successful Similar Projects

IPS Enterprises may use IPS Enterprises staff, independent evaluators or a combination of both to evaluate and rank proposals.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification. IPS Enterprises may enter into negotiations with the highest ranked respondent. If IPS Enterprises is unable to reach agreement with the highest ranked respondent, the negotiations will terminate and negotiations will begin with the next respondent in the order of the ranking until a contract is reached or IPS Enterprises has rejected all proposals.

NOTE: After evaluation, any proposal with a total score less than 1.00 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 1.00 or better are not guaranteed an award.

IPS Enterprises reserves the right to request Best and Final Offers (BAFO) from all responsive respondents.

HOW TO SUBMIT A PROPOSAL?

All proposal packages must be clearly marked with the Respondents' name and address **(it is important to include the RFP #)**. Proposal packages must be sent via email prior to the deadline, see RFP Calendar section (p.5).

PART III- PROPOSAL FORMAT

TITLE PAGE

Respondents must complete the Title Page on the following page and include it as the cover sheet for proposals submitted in response to this RFP.

See coversheet below:

FACILITIES AND CONSTRUCTION

A Proposal Submitted in Response to

IPS Enterprises

Request for Proposals #15-RFP-FCL-2021

Submitted by:

(Full Legal Name of Respondent)

On:

(Date of Proposal Submission)

RFP RESPONSE FORMAT AND CONTENT**1. Page/Items to return/include.**

- Title Page
- Table of Contents
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Past Performance/Demonstrated Effectiveness/References
- Evaluation Requirements
- Cost Proposal

2. Documentation must be complete. A respondent's written response shall be the sole means of presenting the service.

RESPONDENT IDENTIFICATION

Enter the Respondent's firm's name and address below.

1. Name of Firm _____

2. Street Address _____

3. City, State & Zip Code _____

4. Federal ID# or Social Security Number _____

ADDITIONAL REQUIREMENTS

1. Ownership: Proposal must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the qualifications.

NAME: _____ **SSN:** _____

NAME: _____ **SSN:** _____

NOTICE TO RESPONDENTS

Finalists may be asked to attend a panel conference at Headquarters located at 2115 W Pike Blvd., Weslaco, TX 78596 to further detail price, quality of product, past performance and any questions that the evaluation panel may consider in selecting a vendor.

ATTACHMENTS

The attachments listed below are required and should be included with the proposal. **Attachment D** is required to ensure that no potential conflicts of interest exist with IPS Enterprises Board or staff members. **All forms must be signed and completed.**

1. Reference Sheet
2. Attachment A-Location Table
3. Attachment B-Certification of Respondent
4. Attachment C-Certification Regarding Drug-Free Workplace
5. Attachment D–Conflict of Interest
6. Attachment E-Equal Opportunity and Nondiscrimination
7. Attachment F–Bidders Certifications Form
8. Attachment G-Certification Regarding Lobbying
9. Attachment H-Certification Regarding Debarment
10. Attachment I-Mandatory Requirement
11. Attachment J-Cost Proposal

REFERENCE SHEET

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

1.	<hr/>			
	COMPANY NAME OR CONTACT PERSON			
	<hr/>			
	STREET ADDRESS	CITY	STATE	ZIP
	<hr/>			
	CONTACT PERSON		TELEPHONE NUMBER	
	<hr/>			
	PRODUCTS/SERVICES USED			
	<hr/>			
	DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK			
	<hr/>			
2.	<hr/>			
	COMPANY NAME OR CONTACT PERSON			
	<hr/>			
	STREET ADDRESS	CITY	STATE	ZIP
	<hr/>			
	CONTACT PERSON		TELEPHONE NUMBER	
	<hr/>			
	PRODUCTS/SERVICES USED			
	<hr/>			
	DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK			
	<hr/>			
3.	<hr/>			
	COMPANY NAME OR CONTACT PERSON			
	<hr/>			
	STREET ADDRESS	CITY	STATE	ZIP
	<hr/>			
	CONTACT PERSON		TELEPHONE NUMBER	
	<hr/>			
	PRODUCTS/SERVICES USED			
	<hr/>			

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

ATTACHMENT "A"

List of IDEA Campuses where new playground will be installed:

Site	Address
PLANK RD	7701 Plank Rd, Baton Rouge, LA 70811
HOPE	5050 E 10th Ave, Tampa, Florida 33619
VICTORY VINIK	11612 N Nebraska Ave, Tampa, Florida 33612

ATTACHMENT "B"**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this quote/bid and have read the specifications, which are a part of this solicitation. My signature also certifies that I am authorized to submit this quote/bid. Sign as a representative for the firm, and carry out services solicited in this solicitation:

Signature of Authorized Agent:

Printed Name and Title of Agent:

Name of Firm:

Address:

Telephone Number:

FAX Number:

Contact Person:

Email Address (if applicable):

Web Site Address (if applicable):

ATTACHMENT "C"**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT "D"**CERTIFICATION REGARDING CONFLICT OF INTEREST**

By signature of this bid proposal, Respondent covenants and affirms that:

- X No manager, employee or paid consultant of the Respondent is a member of the Board, or an employee of IPS Enterprises;
- X No manager or paid consultant of the Respondent is married to a member of the Board, the CEO, or an employee of IPS Enterprises;
- X No member of the Board, the CEO or an employee of IPS Enterprises is a manager or paid consultant of the respondent;
- X No member of the Board, the CEO or an employee of IPS Enterprises owns or controls more than 10 percent in the Respondent;
- X No member of the Board, CEO, or employee of IPS Enterprises receives compensation from Respondent for lobbying activities as defined in Chapter 305 of the Texas Government Code;
- X Respondent has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest;
- X Should Respondent fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IPS Enterprises and shall immediately refund to IPS Enterprises any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by IPS Enterprises relating to that contract.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT "E"**EQUAL OPPORTUNITY AND NONDISCRIMINATION**

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

EEO Laws, Rules, Guidelines, Regulations

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

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.

- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT "F"

BIDDER CERTIFICATIONS FORM
(Return signed form with your submittal)

1. Felony Conviction Notification

Texas Education Agency 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 the district if the person or an owner or operator of the business entity has been convicted of a felony. The 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." This notice is not required of a publicly-held corporation.

Initial where applicable.

- ☐ A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ B. My company is not owned nor operated by anyone who has been convicted of a felony.
- ☐ C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
 Name of Felon(s): _____
 Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- ☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

3. Lists of Parties Excluded from Federal Procurement or Non Procurement Program

By signing below, the Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts and are not identified in the "Lists of Parties Excluded from Federal Procurement or Non Procurement Program" issued by the General Services Administration, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404. For additional information refer to <http://www.epls.gov/>.

I, the undersigned authorized agent for the company named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation and the 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404 in relation to the Lists of Parties Excluded from Federal Procurement or Non Procurement Program.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

ATTACHMENT "G"

CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications 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 office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of 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, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

ATTACHMENT "H"**CERTIFICATION REGARDING DEBARMENT**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the Firm and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this Firm:

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

Firm's Name: _____

Name of Authorized Company Official: _____
(Typed or printed)

Title of Authorized Company Official: _____
(Typed or printed)

Signature of Authorized
Company Official: _____

Date Signed: _____

END OF IPS Enterprises RFP

PACKAGE FOR FACILITIES & CONSTRUCTION