



**Request for Proposals (RFP)**  
**IDEA Tampa Bay Afterschool Care Programming**  
**Grades K-2 and 6**

**#8-RFP-GNRL-2021 IDEA Tampa Bay Afterschool Care Programming**

**Closing Date:**

**5:00 PM EST**

**June 2, 2021**

IDEA Florida Inc. is accepting Proposals from Tampa Bay area firms qualified and experienced in afterschool care programming to design and deliver after school care programming to scholars in grades K-2 and 6 in accordance with the specifications and terms outlined in this Solicitation. IDEA Florida reserves the right to revise and amend the specifications prior to the date set for the receipt of Proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission, or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact IDEA to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

Please contact **Armando Perez, Assistant Director of Financial Planning**, to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain applicable addenda. The e-mail subject line should read: **Questions – RFP – IDEA Tampa Bay Afterschool Care Programming**.

**Contact:**

Armando Perez

Assistant Director of Financial Planning

[armando.perez@ideapublicschools.org](mailto:armando.perez@ideapublicschools.org)

956-998-6974

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# PART I – GENERAL INFORMATION AND OVERVIEW

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## 1. Introduction and Purpose

IDEA Florida (herein after referred to as IDEA or the district) is seeking Proposals from Tampa Bay area Vendors qualified and experienced in afterschool care programming to design and deliver afterschool care programming for up to 720 students in grades K-2 and 6 attending two campuses in the Tampa Bay region: IDEA Hope and IDEA Victory. The purpose of this Request for Proposal (“RFP”) is to solicit Proposals from eligible Vendors to design and deliver said afterschool care programming for the 2021-22 school year.

IDEA Florida will operate Schools of Hope charter schools via an agreement with IDEA Public Schools. IDEA Public Schools is a non-profit, public charter network that serves approximately 76,500 students across 119 high-performing campuses throughout Texas and Louisiana with plans to open additional campuses in Florida and Ohio over the next several years. By 2022, IDEA will operate 173 schools in ten regions, educating 100,000 students on their road to and through college. The IDEA Tampa Bay region is launching its first four schools on two campuses, IDEA Hope and IDEA Victory, on August 10, 2021.

The mission of IDEA public schools is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income, and one of every three students is the first in their family to go to college. Since IDEA graduated its first class of seniors in 2007, 100% of IDEA students have been accepted to a college or university every year for fifteen consecutive years. Thanks to a rigorous path to college that begins in Kindergarten, IDEA alumni attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students. Our high schools are ranked among the top in the nation by US News & World Report and the Washington Post.

Funding for IDEA operations and programs is provided through fundraising, philanthropic grants, and state and federal funding. This RFP states the instruction for submitting Proposals, the specifications for the work, the procedure, and criteria by which a bidder may be selected, and the contractual terms by which IDEA intends to govern the relationship between itself and the selected Vendor(s).

## 2. Proposal Submissions

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP. Extensive promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

To be considered, the Proposal must be prepared according to the following specifications:

- a. Proposals should include the following information and content (explained in full on page 8):
  - i. Title Page
  - ii. Section I – Preface
  - iii. Section II – Summary of Experience
  - iv. Section III – Proposal Response to Scope of Service and Performance Requirements
  - v. Cost Summary
  - vi. References
  - vii. Required Forms
- b. To be eligible for consideration, Proposals should be received by mail to the IDEA Florida Headquarters no later than **5:00 PM EST on June 2, 2021** along with the requisite signature pages and certification forms.

All Proposals must be received by the deadline. Proposals submitted after the opening time and date will **not** be accepted. Fax or email Proposals will **not** be accepted.

- c. **Pre-Proposal Meeting:** Not applicable.
- d. **Proposal Guarantee:** Not applicable.

- e. IDEA reserves the right to reject any or all Proposals, award service contracts as may appear advantageous, and waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party.
- f. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
- g. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.
- h. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state “No costs to IDEA.”
- i. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- j. Any Proposals submitted in response to this RFP will be irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.
- k. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.
- l. IDEA reserves the right to select any offer it deems the best value, regardless of price.
- m. IDEA may accept multiple offers for the same services.

### 3. Required Forms (Certifications and Representations)

Prior to selection, vendor shall execute all forms contained within the vendor packet posted in conjunction with this RFP on the IDEA website.

### 4. RFP Clarification

Questions must be submitted via email to Armando Perez, Assistant Director of Financial Planning, at [armando.perez@ideapublicschools.org](mailto:armando.perez@ideapublicschools.org). The email subject line should read: **Questions – RFP – IDEA Tampa Bay Sixth Grade Midday Programming**. Addenda to this RFP, if applicable, will be posted on the [IDEA Public Schools Finance and Budget](#) website.

Oral answers provided by IDEA or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

### 5. Proposer Responsibility

IDEA expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP. Vendor’s failure or omission to examine any relevant form, article, site, or document will not relieve Vendor from any obligation regarding this RFP. By submitting a Proposal, Vendor is presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this RFP. Objections considered by IDEA as excessive or affecting vital terms may reduce or eliminate Vendor’s prospects for award.

**6. Completeness**

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of a Proposal is allowed based on proof of mechanical error; however, Vendor may be removed from approved Vendor list.

**7. False/Misleading Statements**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service, may be rejected. If, in the opinion of IDEA, such information was intended to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

**8. Proposal Signature**

The Proposal must be signed by an individual with proper authority. The signature should indicate the title or position that the individual holds in the firm (if applicable).

**9. Selection of Vendor(s)**

IDEA may award this RFP to multiple Vendors or to the Vendor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of Proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under EVALUATION CRITERIA.

A contract or letter agreement for afterschool care programming services may be executed with successful Vendors as a result of this process, and the successful Vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

**10. Contract Period**

The agreement resulting from this solicitation will be in effect for an initial term of one year (1) from the date of award or such date established by the agreement. The parties by mutual consent may renew the agreement for up to two (2) additional one (1) year periods. In addition, IDEA reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service.

**11. Administrative Procedure for Bidder Complaints**

Members of the public having complaints regarding the IDEA Florida’s purchasing procedures or operations may present their written complaints or concerns to the District via the following address:

IDEA Public Schools, Attn. Purchasing Dept.  
2115 West Pike Blvd  
Weslaco, TX 78596  
(956) 377-8000

## **PART II – SCOPE OF WORK AND EVALUATION CRITERIA**

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### **1. Scope of Service and Performance Requirements**

The following describes the service and performance requirements that the selected Vendor will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points. IDEA will use the objective criteria specified within to review Proposals and will potentially make multiple awards to acceptable program providers.

IDEA is requesting the Vendor to design and deliver afterschool care programming to support student success in school and beyond. The afterschool care programming will serve students in grades K-2 and 6 during the 2021-22 school year and enhance the existing IDEA academic model as follows:

- a. The Provider will design and deliver afterschool care programming opportunities for students including but not limited to:
  - i. Youth development activities such as visual and performing arts, health and wellness, and service learning,
  - ii. Academic enrichment and homework assistance
  - iii. Structured outdoor activities for physical activity
  - iv. Hands-on, engaging indoor activities
  - v. Free healthy snacks
- b. The Provider will collaborate directly with the school administrators to refine as needed afterschool care programming delivered to students.
- c. The Provider will provide 180 days of afterschool care programming for up to 360 students at two campus locations from 4:00pm to 6:30pm starting on August 10, 2021 to ending on May 27, 2022.
- d. The Provider will hire all afterschool care programming staff to delivery agreed upon services.
- e. The Provider will maintain staff-to-student ratios that comply with a 1:20 ratio.
- f. The Provider will supply the curriculum and associated training for the individuals who are implementing the program.
- g. The Provider will furnish all necessary academic, enrichment, and athletic program supplies, as needed to carry out the program.
- h. The Provider will provide a free snack during the afterschool care program.
- i. The Provider will supervise parent/guardian pick up at each campus following programming.
- j. The Provider agrees to provide an age appropriate and developmentally appropriate program aligned with the Florida Afterschool Network’s (FAN) standards for Quality Afterschool Programs.

IDEA agrees to provide free facility usage at the campus, supper for each student prior to afterschool care, and collaboration in the design and delivery of afterschool care programming. Exact financial support will be determined based upon the number of students who choose to enroll in the afterschool care program at each campus.

### **2. Program Evaluation Criteria**

Program evaluation will be based on four inputs: compliance, student achievement/persistence/attendance, stakeholder satisfaction, and business partnership. Data will be collected quarterly and reviewed.

1. Compliance: The degree to which the Vendor completes services as contracted will be evaluated quarterly. The Vendor will provide this report to the district.
2. Student Attendance/Persistence/Achievement: The campus attendance goal is 97/5% and the student persistence goal is 90% from August 2021 to August 2022. The student achievement goal will be measured by the campus earning an “A” rating. Founding schools are also expected to reach 80% of K-2nd grade students on grade level in reading by the end of the year; existing schools are expected to reach 90% of Pre-K-2nd grade students on grade level in reading by the end of the year. Additionally,

90% of all students who begin the year on grade level should remain on or above level throughout the year. Student achievement measures may be adjusted once IDEA finalizes annual goals in July 2021. IDEA will collect this student data and provide to the Vendor with consideration for the degree of support provided at a given campus.

3. Stakeholder Satisfaction: IDEA will solicit qualitative input from stakeholders including students, parents/guardians, teacher, and leaders on a biannual basis regarding the degree to which afterschool care programming has influenced the success of results. The district expects 90% of participants to respond with a 4 or higher on a 5-point system.
4. Business Partnership: IDEA Public Schools has robust systems for its academic model which operates outside the scope of this Proposal. Positive and transparent business partnerships are critical components of the culture of our organization and to the integration of external supports into schools and campuses. As such, designated IDEA leaders will hold regular and documented business partnership meetings with the Vendor. The district will review these minutes quarterly and will measure the degree to which the Vendor is meeting expectations.

# PART III – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

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## 1. Proposal Response

Bid packages must be clearly marked with the Respondents' name and address (packages must include the RFP#). Bid packages must be delivered to and received prior to the deadline of **5:00 PM EST on June 2, 2021**. Hard copy proposals should be submitted via mail to the following address:

IDEA Public Schools  
Attn: Julene Robinson, Executive Director, Tampa Bay  
5001 N. Nebraska Ave, Ste A  
Tampa, FL 33603  
(813) 467-3004

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
2. Five (5) clearly identified PAPER COPIES of the Proposal.
3. Five (5) copies of the proposal on FLASH DRIVES, marked with your firm's name.

***Note: FAX or e-mail Proposals will not be accepted.***

The Vendor's proposal itself shall be organized in the following order, with each section clearly indexed:

- a. Section I – Preface: The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal. Please include business name, address, point of contact and contact information.
- b. Section II – Summary of Experience: This section shall contain the full name and address of the firm submitting the Proposal and a brief summary of the firm's corporate experience and individual experience for personnel who will provide this product or service.
- c. Section III – Proposal Response to Scope of Service and Performance Requirements: The Proposer shall provide a description of services and capabilities as outlined in the Scope of Service and Performance Requirements section of this RFP. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the Proposal. The response shall be clear and succinct. If any service or requirement cannot be performed, the Proposer shall state 'not applicable' or 'unable to perform'.

## 2. Cost Summary

Ancillary to the Proposal, the Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services required herein. Proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If the Proposer does not expect for IDEA to incur any costs, the Proposer shall state 'No costs to IDEA.'

## 3. References

The Proposer shall submit a minimum of four (4) verifiable references. It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible. Each reference provided shall include:

- Reference's Name
- Contact Person
- Address, City, State, and Zip
- Contact Person Phone Number
- Contact Person Email Address
- Brief Project Scope
- Time Frame



#### 4. Required Forms (Certifications and Representations)

Prior to selection, vendor shall execute all forms contained within the vendor packet posted in conjunction with this RFP on the IDEA website.

#### 5. Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced Proposal. Award will be made to the firm submitting the best responsive Proposal satisfying IDEA's requirements, price and other factors considered. In the event that one Vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors.

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, to include but not be limited to:

- Purchase price
- The reputation of the Vendor and of the Vendor's goods and services
- The quality of the Vendor's goods and services
- The extent to which the Vendor's goods and services meet the needs of the district
- Vendor's past relationship, if any, with IDEA or other charter schools
- Long term cost to the district
- Vendor's principal place of business
- Any other relevant factor listed in the RFP

IDEA will also evaluate each Vendor's Proposal in the areas of the proposed plan, experience, service capabilities, product quality, cost, and best value on the pre-determined criteria below. The committee evaluating the Proposals submitted in response to this RFP may require any or all Vendors to give an oral presentation in order to clarify or elaborate on their Proposal. Upon completion of oral presentations or discussions, Vendors may be requested to revise any or all portions of their Proposals.

<b>RANKING CRITERIA</b>	<b>POINTS</b>
Price/Cost	15
Location of Vendor	5
Reputation of Vendor	10
Quality of Goods/Services	20
Extent to which IDEA Needs are Met	15
Past Relationship with IDEA	15
Long-term Cost	10
References/Past Reputation	10
Other	n/a
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

IDEA may use IDEA and IDEA Public Schools (IPS) staff, independent evaluators, or a combination of both to evaluate and rank Proposals. After evaluation, an award may be made based on evaluation and ranking, without discussion, clarification, or modification. IDEA may enter into negotiations with the highest ranked Vendor. If IDEA is unable to reach agreement with the highest ranked Vendor, the negotiations will terminate and negotiations will begin with the next Vendor in order of the ranking until a contract is reached or IDEA has rejected all Proposals.

**NOTE:** After evaluation, any Proposal with a total score less than 70 points will be considered nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. IDEA reserves the right to request Best and Final Offers from responsive Vendors.

## PART IV – GENERAL TERMS AND CONDITIONS

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1. **Proposal Submission:** Proposals must be submitted using this RFP only, and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed Proposals will not be accepted.
2. **Public Record:** All Proposals become the property of IDEA Florida. Accepted Proposals and any subsequent award will generally be a public record, pursuant to Chapter 119, Laws of Florida. Proprietary material must be clearly marked as such.
3. **Rejection/Award:** IDEA reserves the right to reject and and/or all Proposals, to award contacts as may appear advantageous to IDEA, and to waive all formalities in the procurement process.
4. **Evaluation of Proposals:** Proposal evaluation will be completed based on the information provided by Vendor. It is very important that Vendor provide all required information as part of the Proposal. Failure to provide necessary information and documents could result in the Proposal being rejected.
5. **Applicability:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.
6. **Supplemental Information:** Supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
7. **Proposal Errors:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of Proposal is allowed based on proof of mechanical error; however, Vendor may be removed from consideration or from any approved vendor list.
8. **Changes to Proposal:** IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.
9. **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, IDEA will consider bid to be as specified. Illustrations and complete description must be included with the Proposal if bidding other than specified.
10. **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 Vendor's Proposal, directly or indirectly, through any contact with IDEA board members or other school officials from the date this RFP is released until the award of a contract by IDEA. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.
11. **Gratuities:** IDEA may, by written notice to Vendor, cancel any service agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts etc., were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performing of such a contract. In the event this agreement is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to other rights and remedies, to recover or withhold the amount of costs incurred by Vendor in providing such gratuities.
12. **Payment Terms:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice IDEA neither more nor less frequently than once per month.

- 13. Independent Contractor:** The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer or employee between IDEA and Vendor or between IDEA and Vendor's employees. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with IDEA. Vendor is not to be considered an agent or employee of IDEA and is not entitled to participate in any pension plans, bonus, or similar benefits that IDEA provides to its employees. IDEA and Vendor agree that Vendor and/or its employees are not covered under any IDEA insurance policy, including but not limited to IDEA's liability, property and casualty, or workers' compensation insurance policies. IDEA shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.
- 14. Fund Availability:** This agreement 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 IDEA's Board of Directors or otherwise not made available to IDEA.
- 15. Changes:** This agreement may not be modified, altered, or changed except by mutual written agreement between the parties.
- 16. Indemnity:** Vendor shall indemnify and hold harmless IDEA and its Board of Directors, officers, employees, and agents from all suits, actions, losses, damages, claims, or liability of any character, type or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees that IDEA incurs defending any action, suit, or claim from any source whatsoever and any kind or nature arising directly or indirectly on the part of Vendor, its agents, servants, contractors, and suppliers, in performance of this agreement, so long as the sole negligence of IDEA is not the cause of the loss, claim, damage, expense, or cost.
- 17. Termination.** Any resulting contract may be terminated by IDEA at any time with or without cause and without penalty to IDEA. In the event of termination by IDEA prior to completion of the contract, compensation shall be prorated on the services performed, and Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
- 18. Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative.
- 19. Criminal Background Check:** All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must certify to IDEA prior to a vendor employee working with students that the Vendor's employees have successfully passed all required Hillsborough School district Jessica Lundsford background screening requirements and have been issued appropriate badges prior to performing services for IDEA. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA. Vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor shall certify to IDEA that all employees assigned to work under a contract have successfully passed requisite criminal background checks, prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the contract.
- 20. Enforcement:** It is acknowledged and agreed that Vendor's services to IDEA are unique, which gives Vendor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or restrain a breach of this agreement, but only if IDEA is not in breach of this agreement.

21. **Governmental Immunity:** Notwithstanding anything to the contrary in this agreement, Vendor acknowledges, stipulates, and agrees that nothing in this agreement shall be construed as a waiver of any defense available to IDEA, including but not limited to any statutory or governmental immunity from suit and liability available to idea under applicable law.
22. **Limitations:** The parties are aware that there are constitutional and statutory limitations on the authority of IDEA Florida Inc. when operating public charter schools to enter into certain terms and conditions of the agreement, including, but not limited to, those terms and conditions relating to liens on IDEA'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 IDEA except to the extent authorized by the laws and constitution of the state of Florida.
23. **Assignment/Delegation:** No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of IDEA. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.
24. **Waiver:** The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
25. **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.
26. **Applicable Law:** The validity, enforceability, and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Florida.
27. **Record Keeping:** IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
28. **Equal Opportunity:** Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
29. **Debarment and Suspension:** Neither Vendor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
30. **Rights to Inventions Made Under a Contract or Agreement:** Vendor acknowledges and agrees that any intellectual property, processes, procedures, or product developed in furtherance of this agreement belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

## **PART V: REQUIRED ATTACHMENTS**

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Vendor packets containing all requisite forms will be made available in conjunction with this RFP on the IDEA website. All forms contained within the vendor packets must be signed as indicated.