



IDEA Public Schools

Invitation for Bid

**For
Lawn Maintenance**

#2-LAWN-0523 (Florida)



Invitation for Bid: 2-LAWN-0523 (Florida)
Bid Posting: Thursday, March 23, 2023
Bid Due Date: Friday, April 28, 2023 @ 2:00 PM CST
Contact: solicitations@ideapublicschools.org

COMPANY NAME: _____

FLORIDA VENDOR ID OR FEI #: _____

PHYSICAL ADDRESS

STREET: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

TYPED NAME & TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

VENDOR CERTIFICATION/ACCEPTANCE

By signing, respondent hereby certifies that respondent has read, understands, and agrees that respondent's bid constitutes an offer to provide the goods and/or services at the price established on respondent's bid and that acceptance by IDEA Public Schools of respondent's bid by issuance of a notice of contract award and purchase order will create a binding legal contract without the need for a separate written agreement or contract. Further respondent agrees to fully comply with documentary forms herewith made a part of this specific procurement.

SPECIAL NOTES:

- Bid price must be guaranteed for one hundred and twenty (120) days.
- Total amount of bid must include price per lawn, tree, and irrigation system maintenance.
- Respondent must provide prices for all services specified within this IFB.
- Respondent must provide proof of insurance (COI).
- Respondent agrees they have reviewed and fully understand the Scope of Work outlined.

TOTAL AMOUNT OF BID: \$ _____

PAYMENT TERMS

Payment will be issued upon review and approval of invoice within 30 days (Net 30). Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the IDEA Public Schools 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 IDEA Public Schools ATTN: Accounts Payable via email at; payableFL@ideapublicschools.org or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596 Attn: Accounts Payable.

Respondent agrees to comply with all conditions shown on this form. FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID.



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1.BACKGROUND INFORMATION

IDEA Public Schools ("IDEA") is a Texas nonprofit corporation and a tax-exempt organization pursuant to the Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open-enrollment charter holder, governmental entity and public school system. IDEA prepares Texas students from underserved communities for success in college and citizenship. IDEA is a growing network of 123 high-performing charter schools serving approximately 67,988 students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions. Although IDEA's growth is rapid, it is also carefully planned. Schools begin with select grade levels and eventually reach full scale as a Pre-K-12 campus as grade levels are added to accommodate the students' advancement.

IDEA's mission 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 the first graduating class in 2007, 100% of seniors have been accepted and matriculated to a college or university every year for fourteen consecutive years. Thanks to a rigorous path to college that begins in Pre-K, IDEA students 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.

2.GENERAL INTENT

IDEA is soliciting an Invitation for Bids (IFB) for **lawn maintenance** for four (4) of IDEA's Florida campuses identified in "Attachment L".

Each vendor shall furnish the information required in the bid package. The vendor shall **sign first page of this bid and all addenda(s) (if issued)**. The person signing the proposal **must initial** at the bottom of every page, erasures, and/or other changes. Bids signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IDEA. The result of this IFB solicitation is a **one (1) year term** upon board approval with the option to extend **two (2) additional one (1) year terms**.

- a. Deliveries shall be Freight on board (FOB) Destination to IDEA destination sites. Freight prepaid and assumed by the vendor. IDEA reserves the right to pick up items in lieu of delivery from local vendors.
- b. IDEA does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- c. The vendor may offer an "equal" product or product exceeding specifications as an alternate proposal. Final determination of whether an item is an "approved equal" remains with IDEA.
- d. Bids submitted on forms other than the IDEA forms or with different terms or provisions may be considered as non-responsive proposals.
- e. All bids shall remain firm for a term of 120 days after IFB solicitation period is closed.
- f. 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.

3.RESERVATIONS

IDEA expressly reserves the right to:

- a. Waive minor deviations from the specifications when it is determined that the total cost to the IDEA 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.
- b. Waive any defect, irregularity, or informality in any proposal procedure.



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- c. Reject any or all proposals.
- d. Amend a proposal prior to proposal opening date to extend or make changes to specification.
- e. Procure any item by other means.
- f. Increase or decrease the quantity specified in the proposal unless the offeror specifies otherwise.
- g. Award to multiple vendors

4.SCHEDULE OF EVENTS

Date Solicitation Opens:	Thursday, March 23, 2023
Pre-Bid Meeting Date and Time:	Monday, April 3, 2023 @ 10:00 AM CST
Deadline for Written Questions	Tuesday, April 4, 2023 @ 3:00PM CST
Responses from IDEA Public Schools:	Tuesday, April 11, 2023 @ 5:00 PM CST
IFB Due Date and Time:	Friday, April 28, 2023 @ 2:00 PM CST

IFB packet shall be available at **9:00 AM CST on Thursday, March 23, 2023**, at the **Headquarters Office located at 2115 W. Pike, Weslaco TX 78596** and in our website at the following link <https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/>. The vendor is responsible for obtaining any updates or amendments to the IFB from the website. The deadline for submitting bids for this IFB is **Friday, April 28, 2023 @ 2:00 PM CST**.

The Prebid conference call shall be held via web on <https://bluejeans.com/904449430/> with the option to join via phone: +1-408-419-1715 (Conference ID: 904 449 430) on **Monday, April 3, 2023 @ 10:00 AM CST**. Any information given to one prospective vendor shall 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.

Bid opening will be held via web on <https://bluejeans.com/904449430/> or join via phone: +1-408-419-1715 (Conference ID: 904 449 430) on **Friday, April 28, 2023 @ 2:00 PM CST**. Respondents may log in or call to view results of submissions. During that time, only respondent(s) name and grand totals will be read aloud.

If you have any questions regarding this IFB process, please contact the Procurement Department at solicitations@ideapublicschools.org. Bids must be delivered to and received prior to this deadline to the address noted above. **There will be no exceptions. Bids received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted.**

5.NOTICE TO ALL VENDORS

- a. Vendor shall keep IDEA advised of any changes in order(s) status.
- b. All submittals are to be for **lawn maintenance services** as indicated in the bid item list located on **Attachment L** of this IFB. Pricing should include freight/shipping costs and any other fees that apply as indicated by IDEA.
- c. IDEA encourages HUB vendor participation, if vendor is a state certified HUB vendor (Historically Underutilized Business) and/ or certified MWBD vendor (Minority and Women-owned Business), certification must be included in submittal.



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- d. All pricing and any award under this IFB shall be available for all IDEA departments and divisions and any other entity purchasing through IDEA.
- e. 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.
- f. All bids will be screened for inclusion of all required information prior to release to the evaluation team. IDEA staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

6. REQUESTED PRODUCT(S)

IDEA expectations with respect to the performance by each vendor in connection with the purchases are set out in the "Contract Documents" which consist of the Invitation for Bids ("IFB"), Instructions to Vendors, Standard Terms and Conditions, and Bid Sheet. Vendors who fail to examine the Contract Documents do so at their own risk.

- A. The bid item list and specifications that follow are specific requirements. Any deviation or comparable product must be properly identified and be accepted by IDEA Public Schools through individual submittals of **Attachment "K"** included in this IFB packet, one for each deviation. Any deviation to specifications must be listed and clearly defined.
- B. Scope of work including equipment specifications shall be listed in **Attachment "L"**. For this reason, vendors are discouraged from describing any deviations simply as "equal" or "exceeds" the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the template provided. Failure to do so may result in the rejection of the bid and or product for non-compliance.

7. Overview & Scope of Work Lawn Maintenance

The Awarded Vendor (s)/Contractor(s) shall, at Contractor's expense, furnish in a diligent and workmanlike manner all supervisory personnel, labor, equipment, machinery, tools, materials, and supplies necessary for the performance of the work and services contemplated herein. Contractor shall not employ in any Work for Company any employee whose employment violates applicable labor laws. All materials, equipment, supplies, and manufactured articles furnished by Contractor in the performance of the Work shall be fit for their intended use, shall be free from Defects, and shall be of the best quality for their respective purposes unless otherwise specified in writing by Company. All Work shall be in accordance with all applicable safety regulations, precautions, and procedures in the industry and shall employ all necessary and desirable protective equipment and devices. Any breach of this safety covenant by or on behalf of Contractor shall be grounds for immediate termination of this Contract by Company which shall be effective upon notice from Company to Contractor.

IDEA Public Schools in Florida is looking for a qualified vendor to provide Lawn Maintenance for the following Florida regions: Tampa Bay & Jacksonville. Campus names and addresses can be found in **Attachment L**. Vendor(s) shall review the site prior to bidding to assess the work that is needed and identify the square footage. Bidders shall submit the price per region totaling costs for Lawn Maintenance, Tree Maintenance, Irrigation System Maintenance and Fertilizer application.

Qualified vendors must meet ALL requirements stated below and be able to perform the following:

Lawn Maintenance

7.1 Mowing and Edging Grass

- a. Services mentioned below shall be completed in a 21-Week schedule based on the following:
 - Eighteen (18) Biweekly visits from March to November
 - One (1) Monthly visit for the months of December, January and February



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In addition:

- b. All walkways and curbs shall be cleaned of any grass and plant cuttings.
- c. Aerate grounds at least twice a year: once in the summer and once in the spring – practice fields only.
- d. Retention/Detention Ponds shall be mowed at the minimum once per month.

7.2 Shrubs and Groundcover Maintenance

Vendor Shall:

- a. Provide weeding and trimming of groundcover to promote growth and maintain neat appearance.
- b. Be alert for signs of insect presence or damage and report the matter to Owner/Agent in Charge and take action to correct problem.
- c. Submit a cost proposal for approval for insecticide or fungi control before work is performed and cost would be on separate billing.
- d. Replace mulch during the first service. (Mulch around trees shall be maintained monthly or as needed).
- e. Maintain/service on the additional acres by removing trash/debris and 6 feet easement parameter around the fence.

Tree Maintenance

7.3 Tree Maintenance

Vendor shall:

- a. Ensure suckers shall be continuously removed from trees on a monthly basis.
- b. Advise Owner/Agent in Charge of any tree service above 12 ft. and shall submit cost of work for approval on separate billing. This additional charge shall need to be approved prior to completing service.
- c. Advise IDEA Owner/Agent if palm trees need to be trimmed and provide quote for service prior to completing service. Owner/Agent in Charge shall submit a cost proposal for approval on separate billing to be approved prior to completing service.

Fertilizer Application

7.4 Fertilizers, Herbicides, and Insecticides

Vendor shall:

- a. Submit cost proposals for approval for fertilization, herbicides and insecticides (Insecticide for grub worm control) in accordance to the seasonal schedule below.

**All other insect control as needed and billed separately at time of application.*

Fertilizer Application Seasonal Schedule

Season	Fertilizer (lbs./1000 ft.)	Weed Control (as needed)
Early Spring	Weed and Feed	Pre-emerge for grassy weeds
Late Spring	7 lbs. for 16-4-8 + Iron	Post-emerge for grassy weeds
Early Summer	7 lbs. for 16-4-8 + Iron	Post-emerge for grassy weeds



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Late Summer	7 lbs. for 16-4-8 + Iron	Post-emerge for grassy weeds
Fall	10 lbs. for 16-4-8 + Iron	Pre-emerge for grassy weeds

Irrigation Maintenance

7.5 Irrigation System

The following shall establish/clarify responsibilities for the operation and maintenance of the irrigation system:

- The irrigation system is the responsibility of the Owner/Agent. Major repairs shall be identified by the vendor and reported.
- Owner/Agent in Charge shall authorize Vendor to perform the repairs. Such repairs are not part of this proposal and cost.
- These charges should be provided on separate billing.

Responsibilities

- a. Vendor shall check system monthly to be sure all irrigation stations are functioning correctly and report problems/repairs to Facility Manager in Charge for approval of repairs. Number of irrigation stations shall vary by campus. Vendor is responsible for assessing the number of irrigation stations per campus.
- b. Vendor shall reset all timers on irrigation stations due to Daylight Savings time change and maintain appropriate runtimes for conditions and seasons to promote overall health and prevent overwatering.
- c. Vendor shall be liable for any damages of sprinkler heads as a result of worker's negligence or accident (motor strike).
- d. Vendor shall repair any damage caused by employees without cost to Facility Manager in Charge.

7.6 Additions – Quotes must be provided in advance before service

- a. Any seasonal planting and re-mulching shall be bid separately and submitted for approval to Facility Manager in charge before work is performed.
- b. Any additional plants or grass to be re-established into landscape as result of theft, accident, freeze, airborne disease, fungi, or insect causing death shall be bid separately and submitted for approval to Facility Manager in Charge before work is performed. This additional charge shall need to be approved prior to completing service.

8. CAMPUSES TO BE SERVICED

Region	Campus	Address
Tampa Bay	Hope	5050 E 10TH AVE, Tampa, FL 33619
Tampa Bay	Victory Vinik	11612 N NEBRASKA AVE, Tampa FL 33612
Jacksonville	Bassett Rd	1845 BASSETT RD, Jacksonville FL 32208
Jacksonville	River Bluff	2354 UNIVERSITY BLVD N, Jacksonville, FL 32211

9. WHO IS ELIGIBLE TO RESPOND

Respondents who are eligible to meet the technical specifications for quality and other terms of this bid package, and who are not debarred and/or suspended from conducting business with district, federal and state funded



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agencies and are recognized by the Texas Comptroller of Public Accounts as having an "Active" right to transact business in Texas are invited to respond. A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a bid, represents to IDEA that it meets the following requirements:

- a. Possesses or can obtain adequate financial resources as required to perform under this IFB
- b. Respondent shall comply with the requirements proposed in this IFB
- c. Have a satisfactory record of integrity and ethics
- d. Respondent shall be in good standing with all applicable national or state associations

10.RESPONSIVE/RESPONSIBLE RESPONDENTS

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

1. The bids must have been submitted by the due date and time.
2. The bids must be complete with the original signatures in blue ink.
3. The bids must be for the specific services requested and described in the IFB Packet.
4. The bids must be submitted in the format described in the IFB Packet.
5. One original (in blue ink and marked original) and one copies must be submitted.
6. Electronic format on a USB flash drive. The electronic version shall be one file that replicates your original proposal including required signatures. NOTE: Do not send individual files of each section or page of your proposal as the electronic version.
7. **Attachment L shall be completed and submitted as a separate document with your bid response.**

11.PROCUREMENT CONDITIONS/ GENERAL TERMS

Procurement of the items under this IFB shall be in accordance with the IDEA Public Schools Purchasing Policy¹ and the terms and conditions set forth in the state of Florida.

12.ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

Members of the public having complaints regarding the IDEA's purchasing procedures or operations may present their complaints or concerns to IDEA by writing to the following address:

IDEA Public Schools, Attn. Director of Procurement
2115 W. Pike Blvd, Weslaco, TX 78596
(956) 377-8000

13.HOW TO SUBMIT A BID

All bid packages must be clearly marked with the Respondents' name and address (**it is very important to include the IFB #2-LAWN-0523**). Bid packages must be delivered to and received prior to the deadline.

Jose Perez, Director of Procurement
Mia Harris, Assistant Director of Procurement
Delilah Veliz, Procurement Analyst
Felicia Black, Procurement Analyst
IDEA Public Schools, 2115 W. Pike Blvd Weslaco, TX 78596 (956) 377-8000

¹ https://ideapublicschools.org/wp-content/uploads/2021/07/05.-Purchasing-Policy-Proposed-Amendment-July-2021_final.pdf



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14. TITLE PAGE

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

See coversheet below:

IDEA Public Schools

A Bid Submitted in Response to

IDEA Public Schools

Invitation for Bid #2-LAWN-0523 (Florida)

Submitted by:

(Full Legal Name of Respondent)

On:

(Date of Proposal Submission)



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15.IFB RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- Title Page
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Specification / Pricing **(Must use format included in attachment "L")**

2. Documentation must be complete. A respondent's written response shall be the sole means of presenting the product and/or services.

16.ADDITIONAL REQUIREMENTS

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: _____



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17.ATTACHMENTS

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

1. Attachment A - Certification of Respondent
2. Attachment B – Certification Regarding Clean Air and Water Acts
3. Attachment C – Certification Regarding Work Hours & Safety Standards
4. Attachment D – Certification Regarding Davis-Bacon Act
5. Attachment E - Certification Regarding Drug-Free Workplace
6. Attachment F – Conflict of Interest Questionnaire
7. Attachment G - Equal Opportunity and Nondiscrimination
8. Attachment H– Felony Conviction Disclosure Statement/Criminal History Review of Respondent Employees
9. Attachment I- Certification Regarding Lobbying
10. Attachment J- Certification Regarding Debarment or Suspension
11. Attachment K – Deviations and Exceptions Form
12. Attachment L – Specifications – Cost submittal
13. Attachment M – Campuses Serviced
14. Attachment N – Terms and Conditions for Contracts Paid with Federal Funds
15. Attachment O – IDEA Vendor Package
16. Attachment P – Insurance Requirements



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ATTACHMENT "A"

CERTIFICATION OF RESPONDENT

I, the undersigned, submit this quote/bid and have read the specifications, terms and conditions, 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):



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ATTACHMENT "B"

CERTIFICATION REGARDING CLEAN AIR AND THE FEDERAL WATER POLLUTION CONTROL ACT

This certification is required by the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The undersigned contractor certifies that it will comply with the clean air and federal water pollution control act:

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- The contractor agrees to report each violation to the United States Department of Agriculture and understands and agrees that the United States Department of Agriculture will, in turn, report each violation as required to assure notification to the Environmental Protection Agency (EPA).
- The contractor agrees to include these requirements in each subcontract exceeding \$1,500,000 financed in whole or in part by the United States Department of Agriculture.
- The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to the United States Department of Agriculture and understands and agrees that the United States Department of Agriculture will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Environmental Protection Agency.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds from the United States Department of Agriculture.

Name of Contractor

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative



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ATTACHMENT "C"

CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The undersigned subcontractor certifies it will comply with the contract work hours and safety standards act:

- No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- In the event of any violation of the clause set forth in first paragraph of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States Department of Labor for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in first paragraph of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in first paragraph of this section.
- The United States Department of Agriculture shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.



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- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in previous paragraphs of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in previous paragraphs of this section.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative



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ATTACHMENT "D"

CERTIFICATION REGARDING DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

- All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- Additionally, contractors are required to pay wages not less than once a week.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative



Invitation for Bid: 2-LAWN-0523 (Florida)
Bid Posting: Thursday, March 23, 2023
Bid Due Date: Friday, April 28, 2023 @ 2:00 PM CST
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ATTACHMENT “E”

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

The undersigned 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 IDEA Public Schools 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

Rev. 03/22/2023

Initials here



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ATTACHMENT "F"

IDEA Florida Inc. CONFLICT OF INTEREST QUESTIONNAIRE

Instruction to respondent: The Conflict of Interest Questionnaire that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

By signature of this Proposal, Vendor provides, covenants, and affirms that:

- Name and corporate structure of vendor.

- If your business entity does not have any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members – Write N/A _____
- If your business entity has any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members. List the name of the IDEA employee, officer or board member there is a relationship with and the relationship to that person.

- No manager, or employee or paid consultant of Vendor is a member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors or an employee of IPS Enterprises Inc. or IDEA Florida Inc.
- No manager or employee or paid consultant of Vendor is married to a member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 5% in Vendor.
- Vendor has disclosed within the Proposal any interest, fact or circumstance



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which does or may present a potential conflict of interest.

- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflicts of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA Public Schools and shall immediately refund to IDEA 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 IDEA \ relating to that contract.
- Some but not all of the relationships described above may be disqualifying for vendors.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative



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ATTACHMENT "G"

EQUAL OPPORTUNITY AND NONDISCRIMINATION

The (**Respondent 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. (**Respondent 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

(**Respondent 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). 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.



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

(**Respondent 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. (**Respondent Name**) takes positive steps to eliminate any systematic discrimination from personnel practices. (**Respondent 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



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ATTACHMENT "H"

FELONY CONVICTION DISCLOSURE STATEMENT.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized of Respondent must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, "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." Additionally, in accordance with this state law, "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 [...] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for _____ ("Respondent"), 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.

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

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

Signature of Authorized Representative

Date Signed



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CRIMINAL HISTORY REVIEW OF RESPONDENT EMPLOYEES.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must initial and sign this form in blue ink. Failure to complete this form pursuant to this instruction will disqualify the proposal.

Jessica Lunsford Background Screening Compliance

Introduction: Florida Law, the Jessica Lunsford Act, requires a vendor who will have employees present on charter school property to undergo a Level II background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel will meet any of the three criteria, the law does not apply and no action will be needed. For vendors providing services to charter schools in the Hillsborough District, more information may be found at www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp.

Each vendor will be required, at its own cost, to comply with the background screening and badging requirements prior to providing services and provide proof of compliance.



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

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

Or

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

1. Respondent has complied with all the requirements of the Jessica Lunsford act as required by law.
2. If Respondent receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
3. Upon request, Respondent will provide IDEA, the school district or its agents with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Respondent may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Respondent

Date



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Vendor Certification

Public Entity Crimes: Vendor certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).

Initial: _____

Federal Debarment Certification: Vendor and its principals agree that it is in compliance with the Federal Debarment Certification, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at the 34 CFR Part 85, Sections 85.105 and 85.110- (ED80-0013).

Initial: _____

Fair Labor Standards Acts - "Hot Goods": Vendor certifies that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

Initial: _____

Signature

Date



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ATTACHMENT "I"

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: _____



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ATTACHMENT "J"

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Pursuant to Executive Orders 12549 and 12689 and the implementing federal regulations in Parts 180 and 200 of Title 2 of the Code of Federal Regulations relating to debarment and suspension, IDEA Public Schools is prohibited from contracting with parties that are suspended or debarred or whose owner(s), member(s) and/or principal(s) and certain employees are suspended or debarred. Respondent must certify that it and its owner(s), member(s) and/or principal(s) are not suspended or debarred under federal law and rule.

I, the undersigned agent for _____ ("Respondent"), certify that no suspension, debarment, proposed debarment, declaration of ineligibility or voluntary exclusion from participation is currently in effect, which would otherwise preclude Respondent or its owner(s), member(s) principal(s) or employees from receiving a federally funded contract under applicable federal statutes and regulations.

Signature of Authorized Representative

Date Signed



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ATTACHMENT "K"

DEVIATIONS AND EXCEPTIONS.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. On this form, identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the IFB. If necessary, attach additional pages. IDEA Public Schools reserves the right to accept or reject any proposal based upon any deviation(s) or exception(s) identified hereon or any other modification of the IFB.

- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB without deviation and exception.
- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB except as follows:

(For additional deviations and exceptions, refer to additional pages attached herewith.)

I, the undersigned agent for _____ ("Respondent"), certify that Respondent will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB except as identified and described on this form, including any additional pages attached hereto.

Signature of Authorized Representative

Date Signed



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Additional Page to Attachment K.

[illegible]



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ATTACHMENT “L”

SPECIFICATIONS – PRICING

Attachment L must be completed and submitted with bid response. Attachment “L” is available for download as a separate document on our website along with this bid document.

Lawn Maintenance Bid Sheet

Campus	Total Price for Lawn Maintenance	Total Price for Tree Maintenance	Total Price for Irrigation System	Total Price for Fertilizer Application	Total Price (USD)
Hope					
Victory Vinik					
Bassett Rd					
River Bluff					
Hope					
Victory Vinik					

This bid will be based on the price per lawn and price per sq. ft. Vendor shall review the site prior to servicing to assess the work that is needed and identify the square footage. Bidders will submit the price per lawn and price per sq. ft.

Please attach the following in this bid package:

- 1. Certificate of Insurance**
- 2. Requested narratives mentioned in Section 7: Scope of Work**



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ATTACHMENT "M"

Campuses Serviced

Region	Campus	Address
Tampa Bay	Hope	5050 E 10TH AVE, Tampa, FL 33619
Tampa Bay	Victory Vinik	11612 N NEBRASKA AVE, Tampa FL 33612
Jacksonville	Bassett Rd	1845 BASSETT RD, Jacksonville FL 32208
Jacksonville	River Bluff	2354 UNIVERSITY BLVD N, Jacksonville, FL 32211



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ATTACHMENT “N”

TERMS & CONDITIONS FOR CONTRACTS PAID WITH FEDERAL FUNDS

Instruction to bidder: With respect to the use of federal funds for the procurement of goods and services, pursuant to § 200.326 of Title 2 to the Code of Federal Regulations (“2 CFR”) and Appendix II to 2 CFR 200, the following contract provisions are hereby made a part of this IFB and the resulting contract between IDEA Public Schools (“School”) and Bidder. A duly authorized representative must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

- A. **Remedies for Contract Breach or Violations.** Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **Davis-Bacon Act.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by School must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. School must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. School must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.
- E. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by School in excess of \$100,000 that involve the employment of mechanics or laborers must include a



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provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
- K. Procurement of Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the



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Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

Company Name: _____

Signature of Authorized Representative

Date Signed



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ATTACHMENT "O"

VENDOR PACKET

IDEA FLORIDA VENDOR PACKET INCLUDED IN FOLLOWING PAGES



IDEA Headquarters
2115 W. Pike Boulevard
Weslaco, Texas 78596
Phone 956.377.8000
Fax 956.447.3796

We appreciate your interest in becoming a vendor with IPS Enterprises, Inc. or IDEA Florida Inc. (IDEA entities). Before we can set you or your business up in our software system and do business with you, please fill out and return the vendor packet in its entirety.

Here are a few things to keep in mind:

- Does your business accept purchase orders?
- Do not perform services or fulfill any orders without an approved purchase order in place.
- IDEA Entities are not responsible for materials, supplies or equipment delivered without an approved purchase order.
- IDEA Entities have a 30-day net payment policy.
- IDEA Entities does not pre-pay vendor for goods or services.
- Do not over ship or substitute items from the original purchase order unless pre-approved by the Purchasing or Accounts Payable Supervisors or the Director of Accounting Operations.
- Invoices must be rendered on the date of completed shipment of all materials/items on the purchase order. Separate billing for partial shipments is not allowed unless other arrangements have been done with Accounts Payable Supervisor or Director of Accounting Operations.
- IDEA Entities will verify if your business has been debarred or suspended on www.sam.gov
- IDEA Entities will verify information on your W9 with the IRS website for TIN matching.
- All invoices should be sent to payableFL@ideapublicschools.org for processing.

For questions, please contact:

Stacy Frank, Purchasing Clerk III

P.225-572-0771 | stacy.frank@ideapublicschools.org

Travis Markey, Sr. Director of Finance / IPS Controller

P.225-888-6187 | travis.markey@ideapublicschools.org

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC </div> <div> <input type="checkbox"/> C Corporation </div> <div> <input type="checkbox"/> S Corporation </div> <div> <input type="checkbox"/> Partnership </div> <div> <input type="checkbox"/> Trust/estate </div> </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ </div> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <div style="margin-top: 5px;"> <input type="checkbox"/> Other (see instructions) ► _____ </div>		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



IDEA Entities

VENDOR MAINTENANCE FILE

(Check One)

Vendor no. assigned

☐
☐

New Vendor

Revision to Vendor File

Name: _____

Attention: _____

Address: _____

City: _____

State: _____ Zip Code _____

Telephone: _____

Fax: _____

Remit to Address (if different)

Contact: _____

Address: _____

City: _____

State: _____ Zip Code _____

Alt. Phone: _____

Email: _____

Vendor's Identification Number

☐ Individual's Social Security Number: _____ (i.e. 123-45-6789)

☐ Business / Company's Employer I.D. #: _____ (i.e. 74-1234567)

CO-OP Member ☐ YES ☐ NO If YES, which one: _____

We pay this vendor for the following (Check as many as applicable)

Purchase Goods (*Explain Products*) _____

☐ Rent Products, Equipment, etc.

☐ Medical Payments

☐ Personal Services (*repairs, consultants, other services etc.*)

☐ Employee Reimbursements

☐ Travel Related (*mileage, meals, hotels, taxi, airfare, conference fees, etc.*)

Form 1099: Box 1

Form 1099: Box 6

Form 1099: Box 7

Requested by: _____

Signature

Date

Business Office Use Only

This form must be filled out by IDEA employees, NOT by vendors.

TYPE OR PRINT

Signature

Date

Posted by

1099 Vendor: ☐ YES ☐ NO

IF YES: 1099 BOX NO.

Vendors will not be added on system without an email or phone number provided.

All sections of this form must be filled out in order to process.

Turn in forms to Purchasing Department:

Stacy Frank, Purchasing Clerk, P.225-572-0771 | stacy.frank@ideapublicschools.org

Travis Markey, Sr. Director of Finance / IPS Controller, P.225-888-6187 | travis.markey@ideapublicschools.org



ACH Vendor Payment Enrollment Form

(Only for use with banks within the United States)

This form authorizes IDEA Entities to make payments to a business or individual electronically. It is the responsibility of the vendor to notify IDEA Public Schools of pertinent payee or company information and/or bank account changes verbally and in writing. IDEA Public Schools shall be entitled to rely on the authorization herein until it receives 45 days written notice of any change from the vendor. This form is required as IDEA Public Schools is going paperless. **Please type or print.**

Section 1: Payee / Company Information

Vendor Name: _____

Social Security Number or Employer Identification Number: _____

Phone Number (s): _____

Mailing Address: _____

City _____ State _____ Zip _____

Email: _____

(Email is mandatory to send payment notification to vendor when payments are initiated by IDEA Accounts Payable Department via Tyler Munis ERP system.)

Section 2: Account Information (For Accuracy Provide Voided Check)

☐

Personal Account

☐

Business Account

Bank Name: _____

Bank Address: _____

City _____ State _____ Zip _____

Bank Routing Number: _____ (must be 9 digits)

Vendor Bank Account Number: _____ ☐ Checking ☐ Savings

Section 3: Authorization

Authorized Signature

Print Name

Title

Date

Section 4: Submit Information to

IDEA Public Schools Headquarters
2115 W. Pike Blvd
Weslaco, TX 78596
Phone: 956-377-8000
Fax: 956-447-3796

OR

Email:

Travis Markey, Sr. Director of Finance / IPS Controller
travis.markey@ideapublicschools.org
Stacy Frank, Purchasing Clerk III
stacy.frank@ideapublicschools.org



IDEA Headquarters
2115 W. Pike Boulevard
Weslaco, Texas 78596
Phone 956.377.8000
Fax 956.447.3796

IDEA Florida Inc. Conflict of Interest Form

By signature of this Proposal, Vendor provides, covenants and affirms that:

- Name and corporate structure of vendor.

- If your business entity does not have any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members – Write N/A

- If your business entity has any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members. List the name of the IDEA employee, officer or board member there is a relationship with and the relationship to that person.

- No manager, or employee or paid consultant of Vendor is a member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors or an employee of IPS Enterprises Inc. or IDEA Florida Inc.
- No manager or employee or paid consultant of Vendor is married to a member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 5% in Vendor.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.

- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflicts of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA Public Schools and shall immediately refund to IDEA 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 IDEA \ relating to that contract.
- Some but not all of the relationships described above may be disqualifying for vendors.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

If you have any questions, please contact:

Travis Markey, Sr/ Director of Finance / IPS Controller
P. 225-888-6187 | travis.markey@ideapublicschools.org

Stacy Frank, Purchasing Clerk III
P. 225-572-0771 | stacy.frank@ideapublicschools.org

Jessica Lunsford Background Screening Compliance

Introduction: Florida Law, the Jessica Lunsford Act, requires a vendor who will have employees present on charter school property to undergo a Level II background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel will meet any of the three criteria, the law does not apply and no action will be needed. For vendors providing services to charter schools in the Hillsborough District, more information may be found at www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp.

Each vendor will be required, at its own cost, to comply with the background screening and badging requirements prior to providing services and provide proof of compliance.

Criminal History Review of Contractor Employees

Please complete the information below:

I, the undersigned agent for Vendor, certify that [check one]:

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

OR

[☐] Some or all of the employees of Vendor and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Vendor has complied with all the requirements of the Jessica Lunsford act as required by law.
2. If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
3. Upon request, Vendor will provide IDEA, the school district or its agents with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Vendor may be grounds for contract termination and/or barring disqualified persons from performing the work.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Vendor Certification

Public Entity Crimes: Vendor certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).

Initial: _____

Federal Debarment Certification: Vendor and its principals agree that it is in compliance with the Federal Debarment Certification, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at the 34 CFR Part 85, Sections 85.105 and 85.110- (ED80-0013).

Initial: _____

Fair Labor Standards Acts - “Hot Goods”: Vendor certifies that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

Initial: _____

Signature

Date

Equal Opportunity and Nondiscrimination

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

EEO Laws, Rules, Guidelines, Regulations

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

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

Vendor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Contract Provisions for Contracts Involving Federal Funds

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by THE SCHOOL including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter districts must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
11. Procurement of Recovered Materials. The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Signature

Date

Certification Regarding Lobbying

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:

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 IDEA Public Schools 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.

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 IDEA Public Schools 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.

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.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Debarment or Suspension Certificate

IDEA Florida Inc. is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Vendor must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Vendor certifies that no suspension or debarment is in place, which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Vendor Name

Signature of Authorized Representative

Date



Invitation for Bid: 2-LAWN-0523 (Florida)
Bid Posting: Thursday, March 23, 2023
Bid Due Date: Friday, April 28, 2023 @ 2:00 PM CST
Contact: solicitations@ideapublicschools.org

ATTACHMENT "P"

INSURANCE REQUIREMENTS

Vendor is required to provide IDEA with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against IDEA. The insurance company ensuring the vendor shall be licensed in the State of Florida and shall be acceptable to IDEA. Vendor shall give IDEA a minimum of thirty (30) days - notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. Proof of insurance coverage must be submitted with the proposal.

- A. Workman's Compensation/Employer's Liability:
 - State & Statutory Limits
 - i. \$500,000 Each Occurrence
 - ii. Waiver of Subrogation
- B. Commercial General Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$500,000 Personal and Advertising Injury
 - iv. Additional Insured Endorsement
- C. Automotive Liability:
 - i. \$1,000,000 Combined Single Limit

Attach copy of COI here



Invitation for Bid: 2-LAWN-0523 (Florida)
Bid Posting: Thursday, March 23, 2023
Bid Due Date: Friday, April 28, 2023 @ 2:00 PM CST
Contact: solicitations@ideapublicschools.org

END OF IDEA PUBLIC SCHOOLS IFB

PACKAGE FOR FACILITIES DEPARTMENT