



## **Request for Proposals (RFP)**

**#1-RFP-MSNC-1023 Florida**  
Marketing Signage for New Construction

**Issued by:**  
**IDEA Public Schools**  
**2115 W Pike Blvd**  
**Weslaco, TX 78596**

Proposal Closing Date:  
5:00 PM CST  
Tuesday, September 26, 2023

IDEA Public Schools, a Texas public charter school system, is accepting Proposals from qualified and experienced Vendors/Contractors to provide Marketing Signage for New Construction.

IDEA Public Schools ("IDEA") reserves the right to revise and amend the specifications prior to the date set for the receipt of Proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission, or other error(s) in this RFP in writing and at least 10 business days in advance of the submission deadline. Revisions or amendments, if any, will be made by issuing an errata or addenda that is posted to IDEA's website. Every effort will be made to also send the errata or addenda issued to the parties known to have been furnished a complete copy of this RFP. It is the responsibility of each Respondent, prior to submitting the Proposal, to check IDEA's website to determine if an errata or addenda was issued and, if so, to obtain such errata or addenda.

Inquiries and requests for information affecting the solicitation must be submitted in writing and shall be directed to IDEA's Procurement Department at [solicitation@ideapublicschools.org](mailto:solicitation@ideapublicschools.org). All inquiries via email should have the subject line read: **Questions - #1-RFP-MSNC-1023 for Marketing Signage for New Construction**. To provide IDEA sufficient time to adequately prepare responses to Vendor/Contractor inquiries, all questions must be submitted by **Tuesday, September 5, 2023, NO Later than 3:00 PM CST**. Contact with IDEA personnel other than the Procurement Department regarding this solicitation may be a reason for elimination from the selection process. Any prospective Respondent detecting conflict or ambiguity in this RFP should notify the Procurement Department, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum.

Contact:  
Felicia Black  
Procurement Department  
[solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org)  
512-865-8097

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## PART I – GENERAL INFORMATION AND INSTRUCTIONS

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### 1) Introduction and Purpose

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 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, Louisiana, Ohio, and Florida in the Jacksonville and Tampa Bay 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) Objectives

Utilizing the Request for Proposals (RFP) method of procurement, IDEA is requesting Proposals from Respondents for Marketing Signage for New Construction.

All interested parties may access this RFP package online at the following address:

[Bid Opportunities & RFPs - IDEA Public Schools](#)

### 3) Funding Authority

IDEA will utilize State funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s)/Contractor(s) through this RFP, including any purchase orders issued under said contract(s).

### 4) Rationale for RFP

Upon consideration of the requirements for the procurement under this RFP, IDEA determined that the RFP was the appropriate purchasing method for the following reasons:

- (a) The selection of the successful respondent will not be made primarily on the basis of price.
- (b) The purchasing requirements cannot be described by detailed specifications.
- (c) IDEA requires that each respondent provide innovative solutions to address the purchasing requirements set forth in this RFP.
- (d) IDEA anticipates negotiating or desires to negotiate the final award under this RFP to ensure that the goods and/or services sought do, in fact, address the purchasing requirements.

## 5) Proposal Submissions

- a) Proposal Response Requirements. Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.
- b) Eligible Respondents. Respondents who can meet the technical specifications for quality and other terms of this RFP, who are not debarred and/or suspended from conducting business with IDEA by federal and state-funded agencies and have the right to transact business in Florida are invited to respond. A prospective Vendor/Contractor must affirmatively demonstrate responsibility and good standing. Submitting a Proposal represents to IDEA that Vendor/Contractor meets the following requirements:
  - i) Possesses or is able to obtain adequate financial resources to perform under this RFP.
  - ii) Can comply with the required scope of this RFP.
  - iii) Has a satisfactory record of integrity and ethics.
  - iv) Is otherwise qualified and eligible to receive an award.
  - v) Is in good standing with the applicable national or state agencies and associations.
- c) Required Format. To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content. Failure to include these items may result in disqualification. For details, see **Part III, paragraph 2, Proposal Requirements.**
  - i) Title Page
  - ii) Section I – Preface
  - iii) Section II – Summary of Experience & Qualifications
  - iv) Section III – Proposal Response to Scope of Work and Performance Requirements (including project management and implementation plan and timeline)
  - v) Cost Summary
  - vi) Reference Sheet
  - vii) Recent and Ongoing Projects
  - viii) Litigation, Terminations, Claims
  - ix) Required Forms
  - x) Additional Documentation (optional)
- d) Submission of Proposals. Proposals shall be submitted via the web-based software portal, [Tyler Munis Self Service](#) or through [Public Purchase](#). A signed, submitted Proposal submitted via Tyler Munis or Public Purchase constitutes an offer to perform work and/or deliver the products specified in this RFP. Proposals can also be received by mail at the IDEA Public Schools **Headquarters, 2115 W. Pike Blvd., Weslaco, Texas 78596**. Proposals shall be received no later than **5:00 PM CST on Tuesday, September 26, 2023**, along with the requisite signature pages,

required attachments, and certification forms. Proposal envelopes received by mail must be clearly marked with this RFP number and title and addressed as indicated in this RFP. Late Proposals will **not** be accepted. Faxed or emailed Proposals will **not** be accepted. Deviations from any terms, conditions and/or specifications, although discouraged, shall be conspicuously noted in writing by the Respondent and shall be included with the Proposal in **Attachment U**.

- e) **Use of Brand Names.** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, IDEA will consider Proposal to be as specified. Illustrations and complete description must be included with the Proposal if proposing other than specified.
- f) **Incurred Costs.** All costs incurred in the preparation and submission of the Proposal shall be borne solely by the Respondent. Where Respondents may be required to perform a presentation, give demonstrations, provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Respondent.
- g) **Proposed Costs.** Respondent shall provide information on all costs that IDEA may incur related to providing the requested goods and/or services herein. Respondent will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, the Proposal shall state "No costs to IDEA." Costs should be submitted utilizing or referencing **Attachment S**.
- h) **Discounts.** Although IDEA may take advantage of any discount offered by Respondent for payment in less than thirty (30) calendar days, IDEA shall not consider discounts offered by Respondent during the evaluation of the Proposal submitted. IDEA will only evaluate Proposals based on the criteria set forth in **Part IV** of this RFP.
- i) **Tax Exemption.** IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- j) **Withdrawal of Submitted Proposal.** At any time prior to the closing date and time, a Respondent may withdraw a submitted Proposal by submitting a request to withdraw in writing to Procurement Department at [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org) . By submitting a Proposal, each Respondent guarantees that the Proposal submitted, including the price(s) detailed therein, shall remain firm for a period of not less than one hundred twenty (120) days from this RFP closing date. No Proposal may be withdrawn during the 120-day period of offering.
- k) **Proposal Constitutes Offer.** A Proposal submitted in response to this RFP is an offer to contract with IDEA, based upon the terms, conditions, and specifications of this RFP and IDEA's standard terms and conditions. A Proposal does not become a contract unless and until it is accepted by IDEA and approved by its Board of Directors ("Board"), as required by law and policy. Submission of a Proposal shall be construed to mean that the Vendor/Contractor agrees to carry out all conditions set forth in this RFP. By submitting a Proposal, Respondent affirms it has read and

understands this RFP and terms and conditions set to govern the contract. Any proposed variation from the specifications, terms, and conditions shall be clearly identified in the Proposal (see **Attachment U**). Respondents must describe in detail any proposed variation to the stated specifications, terms, and conditions. Please note that variations are strongly discouraged and may be grounds for rejection at IDEA's sole discretion. Please refer to earlier instructions and **Part I, paragraph 6, RFP Clarification and Questions** below on submitting any questions as to ambiguity, conflict, discrepancy, omission, or other error(s) that may relate to any requested variation in writing. If no changes are indicated, IDEA shall expect to receive the goods and/or services exactly as specified.

- l) RFP and Proposal Constitute Contract. Upon the Board's acceptance of Respondent's Proposal and approval of a contract with Respondent, this RFP and Proposal shall constitute the written, binding contract between the parties (the "Contract" or "Agreement"). IDEA shall not accept any contract or other written agreement from a Respondent submitted as part of its Proposal. IDEA reserves the right to tender its own contract for the goods and/or services solicited through this RFP. If IDEA is willing to consider or needs a contract draft tendered from Respondent, IDEA will request this from Respondent, but contract terms must be consistent with this RFP and IDEA's standard terms and conditions.
- m) Undue Influence. In order to ensure the integrity of the selection process, Respondent's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor/Contractor, directly or indirectly, through any contact with IDEA Board members or officials from the date this RFP is released until the award of a fully executed and approved Contract. By submitting a Proposal, Respondent affirms that the Vendor/Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.
- n) Proposal Errors. Respondents will represent that its Proposal is a true and correct statement and contains no cause for claim of omission or error. Request for withdrawal of Proposal is allowed based on proof of mechanical error; however, the Vendor/Contractor may be removed from consideration or from any approved Vendor/Contract list maintained by IDEA.
- o) False/Misleading Statements. Proposals which contain false or misleading statements, or which provide references which do not support an accurate attribute or capability of Vendor/Contractor, may be rejected. If, in the opinion of IDEA, such information was intended to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of this RFP, IDEA shall reject the Proposal.
- p) Proposal Signatures. The Proposal must be signed by an authorized representative with proper signatory authority. By submitting a Proposal, Respondent represents and warrants that the individual submitting the Proposal and the documents made part of the Proposal is authorized to sign such documents on behalf of the Vendor/Contractor and to bind the Vendor/Contractor under any contract that may result from the Proposal submission. The signature should indicate the title or position that the individual holds in the entity.

q) Rights Reserved by IDEA and Restrictions on the RFP Process.

- i) IDEA reserves the right to cancel or withdraw this solicitation in whole or in part by issuance of a revised or amended RFP or a cancellation of this RFP.
- ii) IDEA reserves the right to select any Proposal, or combination thereof, it deems the best value and in the best interest of IDEA, regardless of price. See **Part IV** for the evaluation criteria used in this RFP.
- iii) IDEA reserves the right to award one or more contracts, in parts if not in whole, to a single or to multiple Respondents or to create a pool of approved Vendors/Contractors. See **Part I, paragraph 11, Selection of Vendor(s)**, below. The fact that IDEA may make multiple awards should be taken into consideration by each Respondent and “all-or-none” combinations of goods and/or services will not be considered if not solicited.
- iv) IDEA reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of IDEA. IDEA further reserves the right to accept, reject, or negotiate modifications in any terms of a Respondent’s Proposal or any parts thereof.
- v) IDEA reserves the right to waive any formalities or technicalities if deemed in the best interest of IDEA. IDEA also reserves the right as sole judge of quality and equality.

**6) Tentative RFP Timeline**

|                                    |   |
|------------------------------------|---|
| RFP Issue Date:                    | Thursday, August 17, 2023                     |
| Pre-Proposal Conference:           | Monday, August 28, 2023, at 11:00 AM CST      |
| Respondent Question Cut-Off Date:  | Tuesday, September 5, 2023, at 3:00 PM CST    |
| Proposal Closing Date & Time:      | Tuesday, September 26, 2023, at 5:00 PM CST   |
| Solicitation Acknowledgement Date: | Wednesday, September 27, 2023, at 9:00 AM CST |
| Evaluation Period:                 | October 3, 2023 – October 11, 2023            |
| Board Meeting & Approval:          | October 27, 2023                              |
| Initial Proposed Contract Term:    | November 1, 2023 – June 28, 2023              |

The Pre-Proposal meeting will be held via web <https://bluejeans.com/felicia.black> or join via phone: +1 408-419-1715 (Conference ID: 131 953 600) on **Monday, August 28, 2023 @ 11:00 AM CST**. Any information given to one prospective vendor will be furnished to all prospective vendors as an Addendum if such information is necessary to vendors in submitting their proposals or if the lack is such information would be prejudicial to an uninformed vendor.

If you have any questions regarding this RFP process, please contact the Procurement Department at [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org). Proposals must be delivered to and received prior to this deadline at the address noted above.

The solicitation acknowledgement will be held via the web <https://bluejeans.com/felicia.black> or join via phone: +1 408-419-1715 (CID: 131 953 600) on **Wednesday, September 27, 2023 @ 9:00 AM CST**. Only the names of respondents will be read out loud.

## **7) RFP Clarification and Questions**

Questions regarding the requirements specified in this RFP must be submitted via email to Felicia Black at [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org) no later than **Tuesday, September 5, 2023, at 3:00 PM CST**. The email subject line should read: **Questions- #1-MSNC-1023**. Questions submitted by Respondents at least two (2) days before the submission deadline and answers prepared by IDEA, along with any errata or addenda to this RFP, if applicable, will be posted on the IDEA website at: <https://ideapublicschools.org/our-story/finance-budget/> and on the [Tyler Munis Self Service](#) as well as [Public Purchase](#) website. IDEA will not answer questions verbally and any informal oral answers provided by IDEA or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

## **8) Addenda or Errata**

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addenda or errata. It is the responsibility of Respondent, prior to submitting a Proposal, to determine whether an addenda or errata was issued by checking IDEA's website: <https://ideapublicschools.org/our-story/finance-budget/>. All Respondents shall comply with the requirements specified in any addenda or errata issued by IDEA.

## **9) Respondent Responsibility**

IDEA expects Respondents to be thoroughly familiar with all specifications and requirements of this RFP. Respondent's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor/Contractor from any obligation regarding this RFP. By submitting a Proposal, Respondent is presumed to concur with all terms, conditions, and specifications of this RFP unless otherwise specifically stated in **Attachment U – Deviations and Exceptions**.

Respondents who have not obtained this RFP directly from IDEA, or who may have downloaded the document from the IDEA website or vendor portal in Tyler Munis or Public Purchase websites, shall be responsible for immediately notifying IDEA of their interest in order to receive all written addenda or errata on a timely basis. A Respondent who does not notify IDEA and submits a Proposal without receipt of all addenda or errata issued may be deemed to have submitted a Proposal not responsive to this RFP.

## **10) Contract Award**

Written notice of award mailed or otherwise furnished to the successful Vendor(s)/Contractor(s) results in a binding contract without further action required by either party. IDEA further reserves the right to tender its own contract for products or services. IDEA may not accept, and may reject, any contract or other written agreement submitted by a Respondent as part of its Proposal or offered by the successful Vendor(s)/Contractor(s). If IDEA is willing to consider or needs a contract draft tendered from Respondent, IDEA will request this from Respondent, but contract terms must be consistent with this RFP and IDEA's standard terms and conditions.



### **11) Selection of Vendor(s)**

IDEA may award this RFP to multiple Vendors/Contractors or to the Vendor/Contractor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of Proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **Part IV – Evaluation Criteria** in this RFP.

### **12) Contract Term**

The Agreement(s) resulting from this RFP solicitation is a one (1) year term upon Board Approval with the option to extend three (3) additional one (1) year terms. IDEA shall convey via written notice to the selected Vendor(s)/Contractor(s) at least thirty (30) days in advance of an Agreement expiration informing Vendor/Contractor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor/Contractor does not believe that it can renew the contract, the Vendor/Contractor shall provide IDEA with written notice at least ninety (90) days prior to the Agreement's expiration date.

### **13) Criminal Background Checks**

If a Vendor/Contractor or subcontractor may have direct interaction with students pursuant to an Agreement resulting from this RFP, Vendor/Contractor must coordinate and cooperate with IDEA to ensure that appropriate criminal history review requirements are met as required by Jessica Lunsford Background Screening Compliance. Covered employees or subcontractors of a Vendor/Contractor with disqualifying criminal histories are prohibited from providing goods and/or services to IDEA. Vendor/Contractor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor/Contractor shall cooperate with IDEA to ensure that all employees and subcontractors assigned to work under a contract have successfully passed a criminal background check prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the Agreement. IDEA reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by IDEA pursuant to Florida law. Vendor/Contractor shall provide certification that all of its personnel are eligible and that required background checks have been conducted as required by law. Complete **Attachment O**.

### **14) Insurance Requirements**

a) Contractor Insurance Requirements: Contractor shall, at all times during the Term hereof and at Contractor's sole expense, keep in full force and effect the following minimum limits of insurance: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Contractor shall advise the Risk Management Department in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Contractor will

procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force

i) General Liability: Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Contractor or anyone directly or indirectly employed by Contractor. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

ii) Professional Liability: If Contractor performs licensed professional services, Contractor shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

iii) Automobile Insurance: Contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Contractor's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

iv) Technology Professional Liability Errors and Omissions: Contractor shall maintain coverage appropriate to Contractor's work under this Agreement, with

limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of IDEA in the care, custody, or control of Contractor.

2. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of IDEA that will be in the care, custody, or control of Contractor.

Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

v) Umbrella Insurance: Contractor shall maintain umbrella insurance providing excess coverage in the amount of \$3,000,000.00 and providing such additional coverage for all of the risks and obligations of Contractor described in this Agreement. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

vi) Workers' Compensation: to the extent required, Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Florida Workers' Compensation Act. Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claim

vii) Waiver of Subrogation: For coverages required under this Agreement, Contractor's insurer (s) shall waive subrogation rights against IDEA Public School's Primary Coverage. For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage or self-insurance maintained by the IDEA.

viii) Proof of insurance shall be provided to IDEA upon execution of this Agreement.

#### **15) Administrative Procedure for Bidder Complaints**

Members of the public having complaints regarding IDEA's purchasing procedures or operations may present their complaints or concerns via telephone to IDEA's Anonymous Ethics and Compliance Hotline, 833-380-1041.

## **PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS**

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The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use the objective criteria specified in **Part IV, Evaluation Criteria** to review Proposals and potentially make multiple awards, if deemed in the best interest of IDEA Public Schools, in its sole discretion.

Any contract award issued as a result of this RFP does not guarantee any minimum amount of service or payment. IDEA will not issue a Purchase Order (PO) until a campus or department initiates a request for the goods and/or services described in this RFP. A Vendor/Contractor shall not perform services for IDEA without the issuance of a PO or contract Agreement. A Vendor/Contractor will be compensated, with submission of proper supporting documentation, by IDEA for goods and/or services satisfactorily provided and/or performed in accordance with the Agreement requirements and this RFP.

### **1) Scope of Work**

IDEA is seeking to procure the following goods and/or services that will be included in two (2) of our Florida schools located in the Jacksonville and Tampa Bay regions. The Project will be divided into three (3) phases.

| Marketing Signage for New Construction Criteria |  |
|---|--|
| <b>Phase 1</b>                                  | New campuses (Academy wing, gym, administration offices, and cafeteria)        |
| <b>Phase 2</b>                                  | College prep addition (2-3 years expansion plan)                               |
| <b>Phase 3</b>                                  | Additions to older campuses to bring up to model (gyms, more classrooms, etc.) |

Vendors shall provide interior and exterior signage and installation as specified in the Drawings in **Appendix A** and specified herein and includes but is not limited to the following:

The following list contains signage that will be included in six (6) schools. Please create a quote range and recommendation on each item. Each school may have a different wall length, so this is an average size. These pieces need to be able to have a long shelf life, be easy to maintain, and above all, not easily damaged by students.

1. Provide fabrication and installation of interior and exterior wayfinding signs, wayfinding sign bases, wayfinding sign panels, acrylic letters, magnets, poster prints, frames, decals, panels, inserts and banners including ALL engineering, fabrication, excavation, installation, electrical, concrete and masonry.
2. Provide Review Drawings, Coordination Drawings, Shop Drawings, Working Drawings, Record Documents, and incidentals.
3. Provide all required Samples, Submittals, Proofs, Mock-Ups, and Prototype Signs.
4. Provide all the preparation, materials, equipment, tools, labor, testing, inspections, and temporary light and power necessary for the fabrication and installation of the signs.
5. Provide all the materials, fasteners, adhesives, structures, brackets, blocking, miscellaneous steel, embed plates, and all other structural and mounting hardware necessary for the proper fabrication and installation of the wayfinding signs.
6. Provide professional engineering of all wayfinding signs, wayfinding sign structures, wayfinding sign supports, wayfinding sign frames, wayfinding sign mounting methods, wayfinding sign mounting components and hardware, adhesives, embeds, wayfinding sign bases, wayfinding sign foundations and footings, and all other wayfinding sign structural components, for structural adequacy.

*All wayfinding signs and its structural components must be professionally engineered. The signature and seal of a qualified professional structural engineer, licensed in the State of Florida, shall appear on the Shop Drawings.*

## **2) Locations and Phases for Installation**

➤ ***(See Appendix A for sign specifications for color and size specifications)***

# Phase One

## (IDEA Campuses: Compass, Lakeland)

1. Qty 3- Speed Limit Signs w/ pre-punched 3/8" Mounting Holes
2. Qty 1- Visitor Parking Sign w/ rounded corners
3. Qty 4- A-Frame Coroplast Inserts w/ changeable message area
4. Qty 2- Coroplast Yard Signs installed on H Stakes
5. Qty 3- Cell Phone Use Prohibited Signs w/ rounded corners
6. Qty 2- Snap Frames
7. Qty 2- No Weapon Sign w/ 3/8" pre-drilled holes
8. Qty 2- No Firearms Window Vinyl Decal
9. Qty 1- No Firearms Panel w/ 3/8" pre-drilled holes
10. Qty 1- Core Values Banner w/ 2" Pocket Pole at the bottom & 6 Grommets at top
11. Qty 2- "We are College Bound" Flat Acrylic Letters for Interior Walls
12. Qty 1- "We Bring Joy" Flat Acrylic Letters for Interior Walls
13. Qty 1- "We Bring Equity" Flat Acrylic Letters for Interior Walls
14. Qty 1- "We Build Team & Family" Flat Acrylic Letters for Interior Walls
15. Qty 1- "We Achieve Academic Excellence" Flat Acrylic Letters for Interior Walls
16. Qty 1- "We are College Bound" Flat Acrylic Letters for Interior Walls
17. Qty 1- "We Deliver Results" Flat Acrylic Letters for Interior Walls
18. Qty 1- "We Act with Integrity" Flat Acrylic Letters for Interior Walls
19. Qty 1- "We Sweat the Small Stuff" Flat Acrylic Letters for Interior Walls
20. Qty 1- Classroom Banner w/ frame
21. Qty 4- Classroom Magnets (reference appendix for sayings)
22. Qty 1- Safe School Sign
23. Qty 1- School Bus parking sign
24. Qty 1- Staff Parking Sign
25. Qty 1- Visitor Parking Sign
26. Qty 1- Pedestrian Walkway Sign
27. Qty 1- No Smoking Sign
28. Qty 1- Lost and Found Sign
29. Qty 1- Campus Visitor Expectations Sign
30. Qty 1- No Early Release Sign
31. Qty 2- Walker Pickup Area Sign
32. Qty 84- Coroplast Signs (various designs see Appendix A)
33. Qty 23- Laminated Poster Prints
34. Qty 40- RTA Decals
35. Qty 5- Graduating Class Banners (various text see Appendix A)
36. Qty 1- Exterior Entrance Door Vinyl
37. Qty 1- "We Are IDEA (School Name)" Flat Acrylic Letters for Interior Walls
38. Qty 1- IDEA Public Schools Logo Flat Acrylic Letters for Interior Walls
39. Qty 1- "We Are IDEA (School Name)" Flat Acrylic Letters for Interior Walls in Alternate Entrance
40. Qty 1- IDEA Public Schools Logo Flat Acrylic Letters for Interior Walls in Alternate Entrance

41. Qty 1- H2O Station Board
42. Qty 1- Healthy Habits Station Board
43. Qty 1- Did you know Clarus Board

## Phase Two

(IDEA Campuses: No campuses at this time may change at a later date)

1. Qty 3- Speed Limit Signs w/ pre-punched 3/8" Mounting Holes
2. Qty 1- Visitor Parking Sign w/ rounded corners
3. Qty 4- A-Frame Coroplast Inserts w/ changeable message area
4. Qty 2- Coroplast Yard Signs installed on H Stakes
5. Qty 3- Cell Phone Use Prohibited Signs w/ rounded corners
6. Qty 2- Snap Frames
7. Qty 2- No Weapon Sign w/ 3/8" pre-drilled holes
8. Qty 2- No Firearms Window Vinyl Decal
9. Qty 1- No Firearms Panel w/ 3/8" pre-drilled holes
10. Qty 1- Core Values Banner w/ 2" Pocket Pole at the bottom & 6 Grommets at top
11. Qty 2- "We Bring Joy" Flat Acrylic Letters for Interior Walls
12. Qty 2- "We Bring Equity" Flat Acrylic Letters for Interior Walls
13. Qty 2- "We Build Team & Family" Flat Acrylic Letters for Interior Walls
14. Qty 2- "We Achieve Academic Excellence" Flat Acrylic Letters for Interior Walls
15. Qty 2- "We Deliver Results" Flat Acrylic Letters for Interior Walls
16. Qty 2- "We Act with Integrity" Flat Acrylic Letters for Interior Walls
17. Qty 2- "We Sweat the Small Stuff" Flat Acrylic Letters for Interior Walls
18. Qty 1- Classroom Banner w/ frame
19. Qty 4- Classroom Magnets (reference appendix for sayings)
20. Qty 1- Safe School Sign
21. Qty 1- School Bus parking sign
22. Qty 1- Staff Parking Sign
23. Qty 1- Visitor Parking Sign
24. Qty 1- Pedestrian Walkway Sign
25. Qty 1- No Smoking Sign
26. Qty 1- Lost and Found Sign
27. Qty 1- Campus Visitor Expectations Sign
28. Qty 1- No Early Release Sign
29. Qty 2- Walker Pickup Area Sign
30. Qty 84- Coroplast Signs (various designs see Appendix A)
31. Qty 23- Laminated Poster Prints
32. Qty 40- RTA Decals
33. Qty 5- Graduating Class Banners (various text see Appendix A)

## Phase Three

(IDEA Campuses: No campuses at this time may change at a later date)

1. Qty 3- Speed Limit Signs w/ pre-punched 3/8" Mounting Holes
2. Qty 1- Visitor Parking Sign w/ rounded corners

3. Qty 4- A-Frame Coroplast Inserts w/ changeable message area
4. Qty 2- Coroplast Yard Signs installed on H Stakes
5. Qty 3- Cell Phone Use Prohibited Signs w/ rounded corners
6. Qty 2- Snap Frames
7. Qty 2- No Weapon Sign w/ 3/8" pre-drilled holes
8. Qty 2- No Firearms Window Vinyl Decal
9. Qty 1- No Firearms Panel w/ 3/8" pre-drilled holes
10. Qty 1- Core Values Banner w/ 2" Pocket Pole at the bottom & 6 Grommets at top
11. Qty 1- Classroom Banner w/ frame
12. Qty 4- Classroom Magnets (reference appendix for sayings)
13. Qty 1- Safe School Sign
14. Qty 1- School Bus parking sign
15. Qty 1- Staff Parking Sign
16. Qty 1- Visitor Parking Sign
17. Qty 1- Pedestrian Walkway Sign
18. Qty 1- No Smoking Sign
19. Qty 1- Lost and Found Sign
20. Qty 1- Campus Visitor Expectations Sign
21. Qty 1- No Early Release Sign
22. Qty 2- Walker Pickup Area Sign
23. Qty 84- Coroplast Signs (various designs see Appendix A)
24. Qty 23- Laminated Poster Prints
25. Qty 40- RTA Decals
26. Qty 5- Graduating Class Banners (various text see Appendix A)
27. Qty 2- Campus Mascot Logo
28. Qty 1- "We Are IDEA (Campus Name)" Flat Acrylic Letters

### **3) Performance Requirements**

- a) The specifications included above are minimum basic requirements.
- b) The scope of work includes the goods and/or services IDEA intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to IDEA's needs and available funding.
- c) Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in this RFP, in compliance and conformance with any applicable law or ordinance, and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

## **PART III – PROPOSAL SUBMISSION AND REQUIREMENTS**

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### **1) Proposal Submission**

Proposals may be submitted using the [Tyler Munis Self Service](#) or [Public Purchase](#) website, or by sending a hard copy to:

IDEA Public Schools  
Attn. Purchasing Department  
2115 West Pike Blvd  
Weslaco, TX 78596

**\*Project name must be clearly marked and bolded.**

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

- a) One (1) clearly identified hard copy ORIGINAL of the Proposal.

***Note: Faxed or emailed Proposals will not be accepted.***

## **2) Proposal Requirements**

Respondent's Proposal shall be organized in the following order, with each section clearly indexed:

- a) **Title Page**  
Utilize **Attachment A** to include Vendor/Contractor Legal Name and date of Proposal submission.
- b) **Section I – Preface**  
Respondent shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal including the expression of interest and understanding of the work to be done and its ability and desire to meet the requirements of this RFP.
- c) **Section II – Summary of Experience & Qualifications**  
Respondent shall describe its experiences as it relates to the requirements of this RFP. Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in Florida.
- d) **Section III – Proposal Response to Scope of Work and Performance Requirements**  
Respondent shall provide a description of goods and/or services and capabilities as outlined in **Part II – Scope of Work and Performance Requirements** section of this RFP. The response shall be clear and succinct. If any service or requirement cannot be performed, Respondent shall state "unable to perform".

Provide a preliminary schedule of assessment, delivery, and execution of goods and/or services. Include the following information in this section:



- i) A description of the approach that will be taken pertaining to project management and implementation.
- ii) Detailed description of the goods and/or services to be provided, as applicable.
- iii) Project organization and staffing specific to this project (including qualifications).
- iv) Project work plan and schedule including any application duration of services (i.e., initiation date and frequency).
- v) The central, regional and/or campus location(s) where goods and/or services will be provided (if not provided to all locations in Florida).
- vi) Requirements for IDEA not included in this RFP.

e) **Cost Summary**

Ancillary to the Proposal, the Respondent shall provide information on any costs that IDEA may incur. Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect for IDEA to incur any costs, Respondent shall state "No costs to IDEA". Utilize or reference **Attachment S** for proposed pricing.

Please note that Respondents are not required to bid on each RFP element. For any type of good and/or service it does not wish to bid, please indicate "No Bid" for that cost element.

f) **References**

Respondent shall submit a minimum of three (3) verifiable references. It is desired that if Respondent has performed this type of service previously, those references be listed. It is recommended that Respondent provide references that are similar or as closely related to this unique RFP, if possible. Each reference provided shall include:

- i) Customer/Client School or Organization/Entity Name
- ii) Customer/Client School or Organization/Entity Address, City, State, and Zip
- iii) Contact Person at i) above
- iv) Contact Person Phone Number
- v) Contact Person Email Address
- vi) Brief Project Scope Description
- vii) Dates of Contract

g) **Recent and Ongoing Projects**

Respondent shall list any projects completed in the past three (3) years that are similar to the scope of work in this RFP and include the following:

- i) Customer/Client School or Organization/Entity Name

- ii) Contact Person at i) above
  - iii) Contact Person Phone Number
  - iv) Contact Person Email Address
  - v) Brief Project Scope Description
- h) **Litigation, Terminations, Claims**  
Respondent shall list any project completed in the past four (4) years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. Provide the following:
- i) Customer/Client School or Organization/Entity Name
  - ii) Contact Person at i) above
  - iii) Contact Person Phone Number
  - iv) Contact Person Email Address
  - v) Brief Description of Event or Issues
- i) **Additional Required Forms**  
Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.
- j) **Additional Documentation (Optional)**  
Additional documents may be submitted in instances where additional documentation is needed and not already captured.

## **PART IV – EVALUATION CRITERIA**

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In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s)/Contractor(s) whose Proposal(s) is/are determined, after evaluation by IDEA, to be the best value to IDEA. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements of this RFP.

### **1) Competitive Selection and Proposal Evaluation**

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

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, as reflected in the below evaluation rubric. An evaluation committee will review and evaluate all Proposals based on the factors detailed herein. The committee evaluating the Proposals submitted may require any or all Vendors/Contractors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors/Contractors may

be requested to revise any or all portions of its Proposal. IDEA’s Board will make the final decision on whether and to whom a contract is to be awarded.

|                   | <b>Evaluation Criteria</b>  |
|-------------------|---|
| <b>40 Points</b>  | <b>Cost Proposal:</b> Price and total long-term cost to IDEA to acquire goods and/or services.  |
| <b>35 Points</b>  | <b>Knowledge and Capabilities:</b> Design, Material, and Sustainability of goods and/or services, extent to which goods and/or services meet IDEA’s needs and performance requirements, Respondent’s principal place of business as related to ability to perform requirements of this RFP. <u>Requested signs must be delivered and installed by December 1, 2023.</u> |
| <b>10 Points</b>  | <b>Reputation/References:</b> The quality/reputation of the Respondent’s goods and/or services, Respondent’s past relationship with Florida public schools.   |
| <b>5 Points</b>   | <b>Relevant K-12 Work Experience:</b> The Proposal explains background information for working with secondary institutions without disrupting children’s classrooms.  |
| <b>10 Points</b>  | <b>Warranty:</b> Minimum warranty of twelve (12) months, from the date of delivery of a good or service, against defects in material or workmanship. (Warranty should be provided with proposal for scoring)  |
| <b>100 Points</b> | <b>Total Possible Score</b>   |

## **PART V – GENERAL TERMS AND CONDITIONS**

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1. Proposal Submission: Proposals must be submitted using this RFP/RFQ only, and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed Proposals will not be accepted.
2. Public Record: All Proposals become the property of IDEA Florida. Accepted Proposals and any subsequent award will generally be a public record, pursuant to Chapter 119, Laws of Florida. Proprietary material must be clearly marked as such.
3. Rejection/Award: IDEA reserves the right to reject and and/or all Proposals, to award contacts as may appear advantageous to IDEA, and to waive all formalities in the procurement process.
4. Evaluation of Proposals: Proposal evaluation will be completed based on the information provided by Vendor. It is very important that Vendor provide all required information as part of the Proposal. Failure to provide necessary information and documents could result in the Proposal being rejected.
5. Applicability: These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.
6. Supplemental Information: Supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.

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

8. Changes to Proposal: IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.

9. Use of Brand Names: The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, IDEA will consider bid to be as specified. Illustrations and complete description must be included with the Proposal if bidding other than specified.

10. Undue Influence: In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to Vendor's Proposal, directly or indirectly, through any contact with IDEA board members or other school officials from the date this RFP is released until the award of a contract by IDEA. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.

11. Gratuities: IDEA may, by written notice to Vendor, cancel any service agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts etc., were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performing of such a contract. In the event this agreement is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to other rights and remedies, to recover or withhold the amount of costs incurred by Vendor in providing such gratuities.

12. Payment Terms: Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice

later. Vendor will invoice IDEA neither more nor less frequently than once per month.

13. Independent Contractor: The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer or employee between IDEA and Vendor or between IDEA and Vendor's employees. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with IDEA. Vendor is not to be considered an agent or employee of IDEA and is not entitled to participate in any pension plans, bonus, or similar benefits that IDEA provides to its employees. IDEA and Vendor agree that Vendor and/or its employees are not covered under any IDEA insurance policy, including but not limited to IDEA's liability, property and casualty, or workers' compensation insurance

policies. IDEA shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.

14. Fund Availability: This agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by IDEA's Board of Directors or otherwise not made available to IDEA.

15. Changes: This agreement may not be modified, altered, or changed except by mutual written agreement between the parties.

16. Indemnity: Vendor shall indemnify and hold harmless IDEA and its Board of Directors, officers, employees, and agents from all suits, actions, losses, damages, claims, or liability of any character, type or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees that IDEA incurs defending any action, suit, or claim from any source whatsoever and any kind or nature arising directly or indirectly on the part of Vendor, its agents, servants, contractors, and suppliers, in performance of this agreement, so long as the sole negligence of IDEA is not the cause of the loss, claim, damage, expense, or cost.

17. Termination: Any resulting contract may be terminated by IDEA at any time with or without cause and without penalty to IDEA. In the event of termination by IDEA prior to completion of the contract, compensation shall be prorated on the services performed, and Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.

18. Unsatisfactory Performance by Vendor Staff: If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative.

19. Criminal Background Check: All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must certify to IDEA prior to a vendor employee working with students that the Vendor's employees have successfully passed all required background screening requirements and have been issued appropriate badges prior to performing services for IDEA. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA. Vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor shall certify to IDEA that all employees assigned to work under a contract have successfully passed requisite criminal background checks, prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the contract.

20. Enforcement: It is acknowledged and agreed that Vendor's services to IDEA are unique, which gives Vendor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the

provisions hereof will cause IDEA irreparable injury and damage. Vendor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or restrain a breach of this agreement, but only if IDEA is not in breach of this agreement.

21. Governmental Immunity: Notwithstanding anything to the contrary in this agreement, Vendor acknowledges, stipulates, and agrees that nothing in this agreement shall be construed as a waiver of any defense available to IDEA, including but not limited to any statutory or governmental immunity from suit and liability available to idea under applicable law.

22. Limitations: The parties are aware that there are constitutional and statutory limitations on the authority of IDEA Florida Inc. when operating public charter schools to enter into certain terms and conditions of the agreement, including, but not limited to, those terms and conditions relating to liens on IDEA's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on IDEA except to the extent authorized by the laws and constitution of the state of Florida.

23. Assignment/Delegation: No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of IDEA. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.

24. Waiver: The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

25. Interpretation of Evidence: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

26. Applicable Law: The validity, enforceability, and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Florida.

27. Record Keeping: IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

28. Equal Opportunity: Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity,

and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

29. Debarment and Suspension: Neither Vendor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

30. Rights to Inventions Made Under a Contract or Agreement: Vendor acknowledges and agrees that any intellectual property, processes, procedures, or product developed in furtherance of this agreement belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law

## **PART VI – SUPPLEMENTAL TERMS AND CONDITIONS**

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**Confidential and/or Proprietary Information:** Vendor/Contractor acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to IDEA. For purposes of this Agreement, “Confidential Information” shall include but not be limited to:

- a) Information relating to IDEA’s financial, regulatory, personnel, or operational matters.
- b) Information relating to IDEA’s clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of IDEA’s business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from IDEA or its agents.
- f) The term “Confidential Information” does not include the following:
  - i. Information available to the public through no wrongful act of the receiving party.
  - ii. Information that has been published.
  - iii. Information required in response to subpoena, court order, court ruling, or by law.

Vendor/Contractor agrees that it will not, at any time during or after the termination of this Agreement, use or disclose any Confidential Information or trade secrets of IDEA to any person or entity for any purpose whatsoever without the prior written consent of IDEA, unless and except as otherwise required by applicable federal or state law or court order.

Vendor/Contractor agrees to release to IDEA all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

## PART VII – REQUIRED ATTACHMENTS

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

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

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor/Contractor Information
3. Attachment C – Vendor/Contractor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Non-Collusion Statement
7. Attachment G – IDEA Conflict of Interest Form
8. Attachment H – Conflict of Interest Form CIQ
9. Attachment I – Child Support Certification
10. Attachment J – Equal Opportunity and Nondiscrimination
11. Attachment M – Debarment or Suspension Certificate
12. Attachment O – Criminal History Review of Vendor/Contractor Employees and Certification
13. Attachment P – Reference Sheet
14. Attachment Q – Recent and Ongoing Projects
15. Attachment R – Litigation, Terminations, Claims
16. Attachment S – Proposed Pricing
17. Attachment T – W-9 Form
18. Attachment U – Deviations and Exceptions



Attachment A – Title Page



**A Proposal Submitted in Response to**

**IDEA's Request for Proposals**

**#1-RFP-MSNC-1023 for Marketing Signage for New Construction Florida**

Submitted By:

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(Full Legal Name of Vendor/Contractor)

On:

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(Date of Proposal Submission)

## Attachment B – Vendor/Contractor Information

### Vendor/Contractor Information:

1. Vendor/Contractor Legal Name: \_\_\_\_\_
2. Vendor/Contractor d/b/a (if applicable): \_\_\_\_\_
3. Employer Identification Number: \_\_\_\_\_
4. Street Address: \_\_\_\_\_
5. City, State, and Zip Code: \_\_\_\_\_

### Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor/Contractor.

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

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

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

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

## Attachment C – Vendor/Contractor Certification and Signature Page

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title/Role of Authorized Representative: \_\_\_\_\_

Vendor/Contractor Legal Name: \_\_\_\_\_

Vendor/Contractor d/b/a (if applicable): \_\_\_\_\_

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

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

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

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

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

## Attachment D – Proof of Insurance and/or Bonding

*Please provide proof of insurance and/or bonding as detailed in RFP specifications.*

### HR Compliance and Risk Management Services



#### IDEA Public Schools Vendor/Professional Services Insurance Requirements:

Vendor/Professional Services: Please use this matrix as a guideline for Vendor/Professional Service Providers. The actual insurance requirements will be reviewed and determined by the *nature and scope of work* by the HR Compliance and Risk Management Team. If you have any questions regarding the insurance guidelines, please contact the HR Compliance and Risk Management Team @ riskmanagementsupport@ideapublicschoolsorg.onmicrosoft.com

| MINIMUM INSURANCE COVERAGE & LIMITS FOR VENDORS AND PROFESSIONAL SERVICE PROVIDERS  |   |  |  |
|---|---|--|--|
| Type of Contractor  | Required Coverage   | Required Coverage Limits   | Other  |
| Speakers, Presenters, Judges, DJ, Decoration and Photobooth Vendors (This is not an all-inclusive list)   | NA  | NA   | Hold Harmless Agreement                                  |
| Charter Bus Services  | Commercial General Liability  | Each Occurrence: \$1,000,000<br>General Aggregate: \$2,000,000<br>Medical Expenses: \$5,000  | Additional Insured and Waiver of Subrogation Endorsement |
|   | Automobile Liability  | Combined Single Limit or Umbrella Liability (excess) \$5,000,000<br>Uninsured Motorist: \$100,000<br>Medical Payments or Personal Injury Protection: \$5,000 | Additional Insured and Waiver of Subrogation Endorsement |
| Maintenance/Repair (painting, plumbing, HVAC, roofing, landscape, etc.)<br><br>Service Providers (copier/fax service, computers, security, equipment vendors, etc.) | Commercial General Liability  | Each Occurrence: \$1,000,000<br>General Aggregate: \$2,000,000<br>Personal and Advertising Injury: \$500,000   | Additional Insured Endorsement                           |
|   | Automobile Liability Including:<br><input type="checkbox"/> Owned Vehicles<br><input type="checkbox"/> Non-Owned Vehicles<br><input type="checkbox"/> Hired Vehicles<br>(Required for vehicles driven on school property) | Combined Single Limit: \$1,000,000   |  |
|   | Workers' Compensation*<br>Employers' Liability  | Limit: State- Statutory<br>Each Occurrence: \$500,000  | Waiver of Subrogation Endorsement                        |

|                                       |   |  |                                   |
|---------------------------------------|---|--|-----------------------------------|
| Vendor General Insurance Requirements | Commercial General Liability  | Each Occurrence: \$1,000,000<br>General Aggregate: \$2,000,000<br>Personal and Advertising Injury: \$500,000 | Additional Insured Endorsement    |
|                                       | Automobile Liability Including:<br><input type="checkbox"/> Owned Vehicles<br><input type="checkbox"/> Non-Owned Vehicles<br><input type="checkbox"/> Hired Vehicles<br>(Required for vehicles driven on school property) | Combined Single Limit: \$1,000,000   |                                   |
|                                       | Workers' Compensation * Employers' Liability  | Limit: State- Statutory<br>Each Occurrence \$500,000   | Waiver of Subrogation Endorsement |

For the contractor categories below, the following coverages may apply in addition to the general insurance requirements listed above:

|   |   |  |                                |
|---|---|--|--------------------------------|
| Welders, plumbers (work with open flames)   | Fire Damage   | Each Occurrence: \$1,000,000   | Additional Insured Endorsement |
| Hazardous Materials, Waste Haulers, Pest Control, etc.                                  | Pollution Liability (May require project-specific coverage)   | Each Occurrence: \$1,000,000   | Additional Insured Endorsement |
| Professional Services (accountants, architects, attorneys, education consultants, etc.) | Professional Liability  | General Aggregate: \$2,000,000<br>Each Occurrence:<br>Abuse of Molestation (If applicable) \$1,000,000<br>\$1,000,000  | Additional Insured Endorsement |
| Nurses, therapists, medical providers   | Professional Liability or Medical Malpractice (as applicable) | General Aggregate: \$3,000,000<br>Each Occurrence:<br>Abuse of Molestation: (If applicable) \$1,000,000<br>\$1,000,000 | Additional Insured Endorsement |
| Payroll company, Data managers  | Cyber Liability   | Each Occurrence \$1,000,000  | Additional Insured Endorsement |

The Additional Insured Endorsement language must name as follows: IDEA Public Schools, 2115 W. Pike Blvd, Weslaco, TX 78596.  
Please [click here](#) to see a COI Example.

Rev. December 8, 2022

## 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 and Pursuant to 2 CFR Part 182.*

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

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's/Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of Vendor's/Contractor's policy statement.
- Notifying the employees through Vendor's/Contractor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor 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 within ten (10) days of Vendor's/Contractor'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.

---

Legal Vendor/Contractor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment F – Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Respondent, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

---

Legal Vendor/Contractor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

Vendor/Contractor hereby assigns to IDEA any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business & Commerce Code, Section 15.01.

## Attachment G – IDEA Conflict of Interest Form

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

- No manager, employee or paid consultant of Vendor/Contractor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor/Contractor is married to a member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 10% in Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA receives compensation from Vendor/Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor/Contractor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor/Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor/Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA and shall further be liable for any costs incurred or damages sustained by IDEA relating to that contract.

---

Legal Vendor/Contractor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative



## Attachment H – Conflict of Interest Form CIQ

### 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 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

## Attachment J – Equal Opportunity and Nondiscrimination

Vendor/Contractor 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/Contractor 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/Contractor 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/Contractor 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/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor/Contractor 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.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

---

Printed Name and Title of Authorized Representative

## Attachment M – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

---

Legal Vendor/Contractor Name

---

Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment O – Criminal History Review of Vendor/Contractor 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](http://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 VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

#### Please complete the information below:

I, the undersigned agent for the legal entity named below certify that [check one]:

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

Or

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

1. If Vendor/Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
2. Upon request, Vendor/Contractor will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.

3. If the School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor/Contractor agrees to discontinue using that covered employee to provide services to the School.
4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

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

---

Legal Vendor/Contractor 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

## Attachment P – Reference Sheet

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools or ISDs) that have used your services. IDEA would prefer some of the references to be new customers in the last year, and Florida clients/organizations are preferred:

|    |  |              |               |     |
|----|--|--------------|---------------|-----|
| 1. | <hr/>  |              |               |     |
|    | Customer/Client School or Organization/Entity Name |              |               |     |
|    | <hr/>  |              |               |     |
|    | Street Address                                     | City         | State         | Zip |
|    | <hr/>  |              |               |     |
|    | Contact Person                                     | Phone Number | Email Address |     |
|    | <hr/>  |              |               |     |
|    | Project Scope                                      |              |               |     |
|    | <hr/>  |              |               |     |
|    | Dates of Contract                                  |              |               |     |
|    | <hr/>  |              |               |     |
| 2. | <hr/>  |              |               |     |
|    | Customer/Client School or Organization/Entity Name |              |               |     |
|    | <hr/>  |              |               |     |
|    | Street Address                                     | City         | State         | Zip |
|    | <hr/>  |              |               |     |
|    | Contact Person                                     | Phone Number | Email Address |     |
|    | <hr/>  |              |               |     |
|    | Project Scope                                      |              |               |     |
|    | <hr/>  |              |               |     |
|    | Dates of Contract                                  |              |               |     |
|    | <hr/>  |              |               |     |



3. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Phone Number Email Address

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract

4. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Phone Number Email Address

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract

## Attachment Q – Recent and Ongoing Projects

Respondent shall list any projects completed in the past three (3) years that are similar to the scope of work in this RFP. If additional space is required, attach additional pages hereto.

|    |  |              |               |
|----|--|--------------|---------------|
| 1. | <hr/>  |              |               |
|    | Customer/Client School or Organization/Entity Name |              |               |
|    | <hr/>  |              |               |
|    | Contact Person                                     | Phone Number | Email Address |
|    | <hr/>  |              |               |
|    | Brief Project Scope: <hr/>                         |              |               |
|    | <hr/>  |              |               |
|    | <hr/>  |              |               |
| 2. | <hr/>  |              |               |
|    | Customer/Client School or Organization/Entity Name |              |               |
|    | <hr/>  |              |               |
|    | Contact Person                                     | Phone Number | Email Address |
|    | <hr/>  |              |               |
|    | Brief Project Scope: <hr/>                         |              |               |
|    | <hr/>  |              |               |
|    | <hr/>  |              |               |
| 3. | <hr/>  |              |               |
|    | Customer/Client School or Organization/Entity Name |              |               |
|    | <hr/>  |              |               |
|    | Contact Person                                     | Phone Number | Email Address |
|    | <hr/>  |              |               |
|    | Brief Project Scope: <hr/>                         |              |               |
|    | <hr/>  |              |               |
|    | <hr/>  |              |               |

4. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

| Contact Person | Phone Number | Email Address |
|----------------|--------------|---------------|
|----------------|--------------|---------------|

Brief Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

| Contact Person | Phone Number | Email Address |
|----------------|--------------|---------------|
|----------------|--------------|---------------|

Brief Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

| Contact Person | Phone Number | Email Address |
|----------------|--------------|---------------|
|----------------|--------------|---------------|

Brief Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment R – Litigation, Terminations, Claims

Respondent shall list any project completed in the past four (4) years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity.

1. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

\_\_\_\_\_  
Contact Person Phone Number Email Address

Brief Description of Event or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

| Contact Person                              | Phone Number | Email Address |
|---|--------------|---------------|
| Brief Description of Event or Issues: _____ |              |               |
| _____                                       |              |               |
| _____                                       |              |               |

5. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

| Contact Person                              | Phone Number | Email Address |
|---|--------------|---------------|
| Brief Description of Event or Issues: _____ |              |               |
| _____                                       |              |               |
| _____                                       |              |               |

6. \_\_\_\_\_  
Customer/Client School or Organization/Entity Name

| Contact Person                              | Phone Number | Email Address |
|---|--------------|---------------|
| Brief Description of Event or Issues: _____ |              |               |
| _____                                       |              |               |
| _____                                       |              |               |

## Attachment S – Proposed Pricing

Attachment S must be completed and submitted with Proposal response. Attachment “S” is available for download as a separate document on our website along with this bid document at <https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/>.

**\* Please include warranty copy with submission.**

## Attachment T – Respondent's W-9

The W-9 is an official form furnished by the IRS **for employers or other entities to verify the name, address, and tax identification number of an individual receiving income.** The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with its Proposal. The W-9 form and instructions can be obtained at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>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 <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►<br><b>Note:</b> 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 <b>not</b> 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.<br><input type="checkbox"/> Other (see instructions) ► | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any)<br><br>Exemption from FATCA reporting code (if any)<br><br><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](http://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.*



## Attachment U – Deviations and Exceptions

If the undersigned Vendor/Contractor intends to deviate from the specifications listed in this RFP, all such deviations must be listed on this page (and attachments as necessary), with complete and detailed conditions and information included or attached. IDEA will consider any deviation in its RFP award decisions, and IDEA reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions. ***Please note that deviations and variations are strongly discouraged and may be grounds for Proposal rejection at IDEA's sole discretion.***

In the absence of any deviation entry on this form the Vendor/Contractor assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP.

- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP 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 this RFP except as follows:

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

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## **END OF IDEA PUBLIC SCHOOLS RFP**